

**2013 Bond Program
Series 1, Bid Package #13**

**Smith Middle School Remodeling / Niles Continuing Education
Center Remodeling**

PROJECT MANUAL

Issued: February 16, 2015

Barton
■ Malow



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PROJECT MANUAL
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- Project Manual issued by Barton Malow Company dated February 16, 2015
- TMP Associates Technical Specifications dated February 3, 2015
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REFER TO PROJECT MANUAL BOOK 2: TECHNICAL SPECIFICATIONS ISSUED BY TMP
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**SECTION 00030
PROJECT MANUAL
INFORMATION AND IDENTITIES**

This Project Manual has been prepared by CM and contains the Bidding and Contract Requirements for **Troy School District – 2013 Bond Program – Series 1, Bid Package 13 Smith Middle School Remodeling / Niles Continuing Education Center Remodeling** project in **Troy, MI**

PROJECT: Troy School District 2013 Bond Program
Series 1, Bid Package 13
Smith Middle School Remodeling / Niles Continuing Education
Center Remodeling

CONSTRUCTION MANAGER: Barton Malow Company
(Direct all Questions to CM) 1140 Rankin Drive
Troy, MI 48083

Gerrit Littrup
Phone: 248.417.8952
Email: Gerrit.Littrup@bartonmalow.com

OWNER: Troy School District
4400 Livernois
Troy, MI 48098

ARCHITECT: TMP Architecture
1191 W. Square Lake Road
Bloomfield Hills, MI 48302
Phone: (248) 338-4561

ROOFING CONSULTANT NTH Consultants, Ltd.
41780 Six Mile Road
Northville, MI 48168
Phone (248) 324-5262

**SECTION 00100
Advertisement to Bid**

1. Barton Malow Company requests Bid Proposals on behalf of Troy School District for the construction of the **Series 1, Bid Package 13 Smith Middle School Remodeling / Niles Continuing Education Center Remodeling**. Bid Proposals will be received:

1.1. By delivery or mail by 10:00AM local time on March 5, 2015.

1.2. To the attention of:

Todd Hensley
Troy School District
4400 Livernois Rd.
Troy, MI 48098

2. Proposals must be sealed with Bidder's name on the outside of the envelope and designated as follows:

Sealed Proposal

**Series 1, Bid Package 13
Smith Middle School Remodeling / Niles Continuing Education Center
Remodeling**

Bid Category:

061000 – General Trades
096400 – Wood Flooring
126600 – Telescoping Stands
230000 – Mechanical
260000 – Electrical

Contractor Name, Address, Phone Number

3. Proposals shall be based on the requirements set forth in the Bidding Documents:

Bid Category:

**061000 – General Trades
096400 – Wood Flooring
126600 – Telescoping Stands
230000 – Mechanical
260000 – Electrical**

4. Accepted Bidders will be required, as a condition precedent to award of Contract, to furnish, satisfactory Performance Bond and Payment Bond and Certificates of Insurance as required in the Project Manual
5. Unless otherwise specifically set forth, this Project is subject to state sales and/or use taxes and Bidder is required to include such taxes in its Bid Proposal.
6. Barton Malow Company has been contracted by the Owner in the capacity of CM for the Project, and shall act as representative of the Owner to the extent required/allowed under its Owner contract. Hereafter Barton Malow Company shall be referred to as the “CM”.
7. Bid Proposals will be publicly opened by Troy School District, evaluated by CM, Owner and the Architect, with recommended awards subsequently made by Barton Malow Company. *The Owner shall not open, consider, or accept a Bid Proposal that is received after the date and time specified for bid submission in this Advertisement for Bids.*

8. Bidding Documents will be available for examination and distribution on or after February 16, 2015. Examination may be made at: CM's Office (1400 Rankin Drive – Troy, MI 48083).
9. No Pre-bid conference will be held. Contractors can contact Gerrit.Littrup@bartonmalow.com to do a site visit.
10. Electronic documents are free of charge and are made available by emailing: Gerrit.Littrup@bartonmalow.com. There will be a \$40 fee (check payable to Barton Malow Company) for paper documents which will be available for distribution at Arc Document Solutions at 1009 W. Maple Rd, Clawson, MI. Bidder shall provide their shipper number for shipping fees if the bidder desires to have plans sent by ground or air transportation. More than one set is available upon payment of printing and shipping costs.
11. Bid Proposals shall be on forms furnished by CM. Bidders will be required to submit with their Bid Proposals a Bid Security by a qualified surety authorized to do business in the state where the Project is located. Bidders shall not withdraw Bid Proposals for a period of 90Days after date for receipt of Bid Proposals.
12. The successful Bidder(s) will be required to enter into an agreement with **Troy School District** on the Agreement Form identified in the Project Manual.
13. All Bid Proposals shall be accompanied by the following two forms found in Section 00410: Familial Disclosure Form (in accordance with MCL 380.1267) and an Iran Economic Sanctions Act Form (in compliance with Michigan Public Act No. 517 of 2012. Bid Proposals that do not include these two sworn and notarized forms shall not be accepted.

Barton Malow Company
Gerrit Littrup
Project Manager/Engineer

END OF SECTION 00100

SECTION 00200
INSTRUCTION TO BIDDERS

1. DEFINITIONS

- 1.1. Capitalized terms used in this Project Manual shall have the meanings set forth below. If a capitalized term is used herein but not defined in this Section, 00200, Part 1, it shall have the meaning set forth in the Contract Documents.
- 1.2. “**Addenda**” means the written and graphic instruments issued by the Architect and/or CM prior to the execution of the Agreement that modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.
- 1.3. “**Agreement**” means the document defined in the Project Manual, including all other documents incorporated by reference in the Agreement.
- 1.4. “**An Alternate Bid**” (or “**Alternate**”) is an amount stated in the Bid Proposal to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.
- 1.5. “**Architect**” means the person or entity listed in section 00030 of the Project Manual and may include professional engineers if so designated.
- 1.6. “**Base Bid**” is the sum stated in the Bid Proposal for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added to or deducted from for sums stated in Alternate Bids.
- 1.7. A “**Bidder**” is a person or legal entity that submits a Bid Proposal in conformance with the Bidding Documents. After award of the Agreement, the Bidder will be referred to as Contractor. All Contractors on this project are considered prime/principal contractors.
- 1.8. “**Bid Categories**” are units of Work performed by a Contractor and its Subordinate Parties which form part of the total Project. The term “**Bid Category**” should not be confused with the term “**Technical Section**”. Technical Sections of the Specification establish quality and performance criteria, and the Bid Categories designate work scope and assignment.
- 1.9. “**Bidding Documents**” means the Bidding Requirements, the Contract Documents, and the Reference Documents collectively.
- 1.10. A “**Bid Package**” means a series of Bid Categories that are released for bidding in the same set of Bidding Documents.
- 1.11. “**Bidding Requirements**” include the Advertisement to Bid, Instructions to Bidders, Information Available to Bidders, and Bid forms and supplements.
- 1.12. “**Bid Proposal**” is a complete and properly signed proposal to do the Work of an individual Bid Category(ies) for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.13. The “**Contract Documents**” consist of all Contracting Requirements set forth in the Project Manual, including, but not limited to, the Contract Forms (the Agreement, Performance/Payment Bonds, and Certificates), the Conditions of the Contract (General, Supplementary or Special), the General Requirements of the Project Manual, the Technical Specifications, Drawings, and all other documents incorporated into the Agreement by reference, all Addenda issued prior to and all modifications issued after execution of the Agreement.
- 1.14. “**Contractor**” means the entity to which the Owner issues a contract for performance of the Work.
- 1.15. “**Day**” means calendar day, unless otherwise defined in the particular Contract Document.
- 1.16. “**Hazard Communications Program**” means Contractor’s own hazard communications program that will govern project safety for its Work. The Hazard Communications Program must be submitted to CM by each successful Bidder before commencing Work and be no less stringent than Section 00810 - On Site Safety and Loss Control Program .

- 1.17. **“Hazardous Materials”** means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.
- 1.18. **“Lowest Responsive, Responsible Bidder”** means a Bidder who’s Bid Proposal conforms in all material aspects to the terms, conditions, specifications and requirements of the solicitations and who has demonstrated the ability to properly perform the Work.
- 1.19. **“MBE/WBE/SBE”** means Minority Owned Business Enterprise/Women Owned Business Enterprise/ Small Business Enterprise as these terms are defined in the applicable ordinances and laws governing the Project.
- 1.20. **“Project Safety Program”** means the Contractor’s site safety program that will govern project safety for its Work. The Project Safety Program must be submitted to CM by each successful Bidder before commencing Work and be no less stringent than Section 00810 - On Site Safety and Loss Control Program.
- 1.21. **“Reference Documents”** are drawings that do not form a part of the Contract Documents and are included in the Bidding Documents as a courtesy only. The Bidder is not entitled to rely upon the accuracy of the Resource Drawings and they are not warranted to be correct or reliable by the Owner or CM. The Bidder is expected to have conducted its own investigation into the reliability or accuracy of any Reference Documents, and no adjustment to the Base Bid shall be made if such request arises or results from the Bidder’s failure to conduct such investigation.
- 1.22. **“Subordinate Parties”** means all of Contractor’s employees, workers, laborers, agents, consultants, suppliers or subcontractors, at any tier, who perform, assist with, or otherwise are involved in any of the Work.
- 1.23. A **“Unit Price”** is an amount stated in the Bid Proposal as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.
- 1.24. The **“Work”** includes all work and responsibilities performed or to be performed by Contractor under the Subcontract.

2. PART 2 - BIDDERS REPRESENTATIONS

- 2.1.1. The Owner reserves the right to request qualification forms or additional information from any Bidder before issuing documents, receiving Bid Proposals or awarding an Agreement. The Owner may, at their sole discretion, accept or reject Bidders as qualified. The right to waive any informalities or irregularities in qualification materials is reserved by the Owner.

2.2. BIDDER BY MAKING ITS BID REPRESENTS THAT:

- 2.2.1. Bidder has carefully read, reviewed and understands the Bidding Documents and its Bid Proposal is made in accordance therewith.
- 2.2.2. Bidder’s Bid Proposal is based upon the materials, systems, equipment, terms and conditions required by the Bidding Documents without exception.
- 2.2.3. Bidder certifies that it:
 - 2.2.3.1. has examined the Project site;
 - 2.2.3.2. has carefully reviewed the Bidding Documents
 - 2.2.3.3. has compared its examination of the Project site with the Bidding Documents;
 - 2.2.3.4. is satisfied as to the condition of the Project site, any surface or subsurface obstruction, the actual levels, and all excavating, filling in, removal and demolition, measurements and quantities involved in the Work;
 - 2.2.3.5. is familiar with weather conditions of the Project area;
 - 2.2.3.6. has taken account of all of these factors in preparing and presenting its Bid Proposal.

- 2.2.4. Bidder further certifies that it
 - 2.2.4.1. has fully acquainted itself with the character and extent of the Owner's, CM's and other Contractor 's operations in the area of the Work
 - 2.2.4.2. has taken account of coordination of operations of others in its construction plans set forth in the Bid Proposal.
- 2.2.5. No change orders will be issued to the Contractor for or on account of costs or expenses occasioned by its failure to comply with the provisions of this paragraph, or by reason of error or oversight on the part of the Contractor, or on account of interferences by the Owner's, CM's or other contractor's activities.
- 2.2.6. The Bidder, by submitting its Bid Proposal, represents that it has carefully reviewed the project schedule, along with the related requirements of the Project's Schedule and Phasing, and acknowledges that these are acceptable and have been taken into account in preparing its Bid Proposal.

3. BIDDING DOCUMENTS

3.1. COPIES

- 3.1.1. Bidders shall use complete sets of Bidding Documents in preparing Bid Proposals. Neither the Owner, CM nor the Architect shall be responsible for errors, omissions or misinterpretations resulting from the Bidder's use of partial sets of Bidding Documents.
- 3.1.2. Copies of the Bidding Documents are being made available for the purpose of obtaining Bid Proposals for the Work only. Bidders shall not use the Bidding Documents for any other purpose. Neither the Owner, CM nor the Architect warrants the completeness and/or adequacy of the Bidding Documents.

3.2. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 3.2.1. Bidder shall promptly notify the Barton Malow Company of all ambiguities, inconsistencies, or errors that it may discover upon examination of the Bidding Documents or upon examination of the Project site and local conditions. Bidders requesting clarification or interpretation of the Bidding Documents shall make a written request, which shall reach Barton Malow Company at least 5 days prior to the date for receipt of Bid Proposals. Direct all questions to:

Contact Name: Gerrit Littrup
Address: 1140 Rankin
City, State, Zip: Troy, MI, 48098
Phone: 248.417.8952
Email: Gerrit.Littrup@bartonmalow.com

- 3.2.2. Any interpretation, correction, or change of the Bidding Documents will be made by Addendum and/or Bid Clarification. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes. Advertisement to Bid

3.3. ADDENDA and/or BID CLARIFICATIONS

- 3.3.1. Addenda and/or Bid Clarifications will be distributed to all who are known by CM to have received a complete set of Bidding Documents. Copies of Addenda and/or Bid Clarifications will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.3.2. No Addenda or Bid Clarifications will be issued later than 3 days prior to the date for receipt of Bids except an Addendum or Bid Clarification withdrawing or postponing the request for Bid Proposals.

3.4. ALTERNATES

- 3.4.1. Each Bidder must bid on all Alternates listed in the Bid Proposal that are applicable to its Bid Category. Alternates will be fully considered in awarding the Agreement.
- 3.4.2. The Owner shall be allowed a period of 90 Days after date of receipt of the Bid Proposals to exercise the right to accept or reject any or all Alternates submitted on the Bid Proposal.
- 3.4.3. Successful Bidders shall perform all Work required for complete execution of accepted Alternates, and the Bid Proposal shall include all overhead and profit for the Work required.

3.5. VOLUNTARY ALTERNATES

- 3.5.1. All Bid Proposals must be based upon the Bidding Documents. In addition to a Base Bid Proposal, the submission of Voluntary Alternates is acceptable and encouraged. If a Voluntary Alternate is submitted for consideration, it shall be expressed on the Bid Form as an add or deduct amount from the Base Bid. The [Owner or Owner and CM] reserve the right to unilaterally accept or reject Voluntary Alternates and to determine if the Voluntary Alternates will be considered in the awarding of the Agreement.

3.6. UNIT PRICES

- 3.6.1. Each Bidder must bid on all Unit Prices listed in the Bid Proposal that are applicable to its Bid Category. Unit Prices will be fully considered in awarding the Agreement.
- 3.6.2. Successful Bidders shall perform all Work required for complete execution of accepted Unit Prices, and such Unit Prices shall include all overhead and profit for the Work required.

3.7. NO DISCRIMINATION

- 3.7.1. All Bidders shall ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, sexual orientation, or disability and in conformance with local, state and federal laws, regulations and ordinances.
- 3.7.2. In regard to any Agreement entered into pursuant to this Bid Package, minority and women owned business enterprises will be afforded full opportunity to submit Bid Proposals and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, marital status, sexual orientation, disability or any other status protected by applicable law.

4. BIDDING PROCEDURE

4.1. FORM AND STYLE OF BIDS

- 4.1.1. Bid Proposals shall be submitted in accordance with the Bid Proposal Form.

4.2. BID SECURITY

- 4.2.1. Bid security in the form of a bid bond issued by a qualified surety, certified check or cashier's check in the amount of five percent (5%) of the Base Bid amount will be required at the time of submission of the Bid Proposal. Bid bonds shall be duly executed by the Bidder, as principal and by a surety that is properly licensed and authorized to do business in the state in which the Work is to be performed. All sureties providing bonds for this Project must be listed in the latest version of the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies", with the bond amount less than or equal to the underwriting limitation, and/or have an A.M. best rating of A- or better.
- 4.2.2. Bid bond shall pledge that the Bidder, with the understanding that if its Bid Proposal is accepted, will enter into the Agreement with the Troy School District for any of the Bid Category(ies) accepted from its Bid Proposal and will, if required, furnish performance and payment bonds covering the faithful performance of the Agreement and the payment of all obligations arising there under. The attorney-in-fact, who signs the surety bond must submit along with the bond, a certified and effectively dated copy of his/her power of attorney.

- 4.2.3. Bid bond form AIA Document A310 unmodified, is approved for use on this Project.
- 4.2.4. The bid security obligees shall be Troy School District and the amount of the bid security shall become their property in the event that the Bidder fails, within fifteen (15) days of notice of award or receipt of the Agreement form, to execute the Agreement, and deliver the performance and payment bonds as described in the Project Manual, section 00500. In such case, the bid security shall be forfeited to the Troy School District as liquidated damages, not as a penalty.
- 4.2.5. The Owner will have the right to retain the bid security(ies) of Bidders to whom an award is being considered until either (a) the Agreement has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bid Proposals may be withdrawn, or (c) all Bid Proposals have been rejected.
- 4.2.6. Bid security will be returned to the successful Bidders after the Agreement has been executed, and acceptance of required performance and payment bonds. The bid security of Bidders that are not under consideration for award of the Agreement will be returned to those Bidders.

4.3. SUBMISSION OF BIDS

- 4.3.1. All copies of the Bid Proposal, the bid security and any other documents required to be submitted with the Bid Proposal shall be enclosed in a sealed opaque envelope. The envelope shall be labeled as specified as noted in Section 00100.
- 4.3.2. Bid Proposals shall be deposited at the designated location prior to the time and date for receipt of Bid Proposals indicated in the Advertisement to Bid, or any extension thereof made by Addendum or Bid Clarification. Bid Proposals received after the date and time for receipt of bids may be returned unopened.

4.4. MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

- 4.4.1. A Bid Proposal may not be modified, withdrawn or canceled by the Bidder after the stipulated time period and date designated for the receipt of Bid Proposals, and each Bidder so agrees in submitting its Bid.
- 4.4.2. Prior to the time and date designated for receipt of Bid Proposals, any Bid Proposal submitted may be modified or withdrawn by notice to the party receiving Bid Proposals at the place designated for their receipt. Such notice shall be in writing over the signature of the Bidder.
- 4.4.3. Withdrawn Bid Proposals may be resubmitted up to the 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 as stated above shall be in an amount for the Base Bid as modified or resubmitted.

5. CONSIDERATION OF BIDS

5.1. OPENING OF BIDS

- 5.1.1. Bid Proposals received on time will be opened publicly.
- 5.1.2. Bid Proposals shall be held open and irrevocable for ninety (90)Days after the date for receipt of bids.

5.2. REJECTION OF BIDS

- 5.2.1. The Troy School District reserves the right to reject any or all Bid Proposals in accordance with all applicable laws.

5.3. ACCEPTANCE OF BID (AWARD)

- 5.3.1. It is the intent of the Troy School District to award the Agreement to the Lowest Responsive and Responsible Bidder in accordance with the Bidding Documents. The Troy School District shall have the right to waive any informality or irregularity in any Bid Proposal received and to accept Bid Proposals which, in its judgment, are in its own best interest.

- 5.3.2. The Troy School District shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid, Voluntary Alternates, and Alternates accepted.
- 5.4. To the extent that these Instructions to Bidders and applicable public bidding laws, rules, regulations or ordinances conflict with each other, the provisions of the applicable bidding laws, rules, regulations or ordinances shall govern.
- 5.5. The Owner expects all supplies, materials equipment or products proposed by a Bidder to meet or exceed the Specifications set forth in the Bidding Documents. Further, it is the Owner's intent that the Bidding Documents permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, material, equipment or products requested in the Bidding Documents are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. The Owner, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Bidder meet the Specifications contained in the Bidding Documents and possess equivalent and/or better qualities. It shall be the Bidder's responsibility to notify the Owner in writing if any Specifications or suggested comparable equivalent products/brands require clarification by the Owner prior to the Due Date for Bid Proposals.

6. POST BID INFORMATION

6.1. POST BID INFORMATION

- 6.1.1. After the Bids are received, tabulated, and evaluated, the apparent low Bidders when so requested shall meet with CM at a post-bid meeting for the purposes of determining completeness of scope and any contract overlaps or omissions. If requested, the Bidder shall submit additional information as requested by CM. The Bidder will provide the following information at the post-bid meeting:
- 6.1.1.1. Designation of the Work to be performed by the Bidder with its own forces including manpower for the Contractor and that of its Subordinate Parties.
 - 6.1.1.2. Detailed cost breakdown of the Bidder's Bid Proposal including labor, equipment and material unit prices.
 - 6.1.1.3. A list of names of the Subordinate Parties proposed for the principal portions of the Work.
 - 6.1.1.4. The proprietary names and suppliers of principal items or systems of materials and equipment proposed for the Work.
 - 6.1.1.5. The names and backgrounds of the Bidder's key staff members including foremen and assistants. Bidder shall be requested to establish the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
 - 6.1.1.6. Commitment to construction schedules, identification of items requiring long lead deliveries and manpower information in accordance with Section 00230 of the Project Manual.
 - 6.1.1.7. Signed safety program compliance, as described in the Contract Documents
- 6.1.2. Prior to award of the Agreement, CM will notify the Bidder if either the Owner, the Architect, or CM, after due investigation, has reasonable objection to any proposed Subordinate Party. If the Owner, Architect or CM has reasonable objection to any proposed Subordinate Party, the Bidder may, at its option: (1) withdraw its Bid Proposal; or (2) submit an acceptable substitute Subordinate Party with an adjustment in its bid amount to cover the difference in cost occasioned by such substitution. The Troy School District, may, at its discretion, accept the adjusted bid amount or it may disqualify the Bidder. In the event of either withdrawal or

disqualification under this Subparagraph, bid security will not be forfeited, notwithstanding the terms in the Instructions to Bidders.

- 6.1.3. Upon the Award of the Agreement, the Contractor shall submit to CM a complete list of all items, products, and layouts for which shop drawings, brochures, or samples are required; name of each Subordinate Party; and date of planned submission.
- 6.1.4. The Bidder will be required to establish to the satisfaction of CM, Owner and Architect, the reliability and responsibility of the Subordinate Parties proposed to furnish and perform the Work described in the Bidding Documents.

END OF SECTION 00200

SECTION 00210
DESCRIPTION OF THE WORK/SPECIAL PROVISIONS

1. GENERAL

1.1. RELATED DOCUMENTS

- 1.1.1. All Bidders shall review all of the Bidding Documents, all Bid Category Work descriptions and all Contract Documents, immediately advise CM of any adverse factors, conflicts or ambiguities that might affect the execution of Work of this Bid Package. Each Bidder is responsible to review all Bid Category descriptions and Contract Documents and coordinate the Work accordingly. Each Bidder shall incorporate into its Bid Proposal the cost of coordination of the Work with the requirements of all related Contract Documents, as shown, specified, or required.
- 1.1.2. Each Bidder shall thoroughly examine all of the Bidding Documents for the Work of all trades so as to familiarize itself both with the Work required under its Bid Category(ies) and with Work required under all other Bid Categories.
- 1.1.3. The Bidder shall perform all Work reasonably inferable from the Bidding Documents to produce the intended results. Bidders are required to visit and examine the Project site and may arrange the visit through CM.
- 1.1.4. A complete set of bid documents are available at CM's office

1.2. PROJECT DESCRIPTION

- 1.2.1. The Project is located at Smith Middle School and Niles Continuing Education Center. The scope of the overall Project generally consists of: Remodeling at Smith Middle School and Niles Continuing Education Center.

1.3. SUMMARY OF THE BID CATEGORIES/WORK SCOPES

- 1.3.1. The following is a listing of Bid Categories for this project All work relative to the Bid Package is identified on plans and specifications as prepared by the Architect. Each Bid Category description identifies the scope of Work to be performed by the Bidder as designated by CM.

BID CATEGORIES

061000 – General Trades
096400 – Wood Flooring
126600 – Telescoping Stands
230000 – Mechanical
260000 – Electrical

Specific Bid Category/Work Scope descriptions are found in Section 00220.

1.4. SPECIAL PROVISIONS

- 1.4.1. The following special provisions form a part of each Bid Category Work Scope and apply to each Contractor's Scope of Work found in Section 00220.
- 1.4.2. The Bid Category/Work Scopes should in no way be construed as being all inclusive. The Work Scope is issued as a guide to aid in the assignment of Work. If conflict regarding assignment of Work exists between the drawing notes and these descriptions, the Description of the Work and Bid Category/Work Scopes will take precedence. The Contractor shall carefully review and compare the Drawings and Specifications with the Work Scopes, and if a conflict exists, the Contractor shall immediately notify CM in writing. The Bid Category numbers and the specification section numbers are not, in all cases, identical.
- 1.4.3. Bidders are required to bid the entire Bid Category. Bids will only be accepted for individual Bid Categories. A Bidder may bid more than one Bid Category. Combined bids covering several Bid Categories will not be accepted, unless separate bid amounts are listed for each Bid

Category making up the combined bid amount. Review the “Instructions to Bidders” in Section 00200 for specific Bid Proposal instructions.

- 1.4.4. Each Bidder shall review the schedule enclosed in the Bidding Documents, and be prepared to review at the post-bid meetings a schedule for the engineering, fabrication, delivery and installation of its Work. . This information will be considered in the award recommendation.
- 1.4.5. All Contractors are to coordinate all Work with the work of other trades for proper function and sequence (see Section 01360). Contractor must furnish approved copies of shop drawings, mock-ups, and technical data to other contractors designated by the CM for the purposes of coordination of this Work. Contractor must provide to all other trades all information (drawings, diagrams, templates, embedments) and other related Work necessary for the proper coordination of the Work of all trades. Each phase of the Work shall be coordinated, and the coordination plan approved by CM prior to proceeding. Contractor shall keep informed as to Work of all trades engaged in the Project, and shall execute Work in such a manner as not to delay or interfere with the progress of other trades involved. Contractor is required to schedule its Work so that no other party is delayed in execution of its work. Contractor is required to employ competent supervision on the Project throughout the entire period of construction to ensure proper coordination.
- 1.4.6. Contractor will furnish before any Work is started, evidence of ISO Certification or documented procedures for process control, including drawings, submittals, inspection/surveillance and training. In lieu of defined procedures, Contractor will follow CM’s documented procedures for process control.
- 1.4.7. When it is necessary to modify or tie into existing utility services, Contractor shall notify CM in writing a minimum of 48 hours prior to the planned disruption. All disruptions shall be scheduled with CM and shall be kept to a minimum time. Tie-ins and shutdowns of existing utilities may have to be performed during off hours. Contractors are to include any required premium time in the Base Bid.
- 1.4.8. If Owner will occupy the premises or a portion of the premises during the construction, Contractor shall cooperate with CM and Owner in all construction operations to minimize conflict, and to facilitate Owner occupancy.
- 1.4.9. Information pertaining to the existing building has been obtained through photographs and investigations and is indicated on the Resource Drawings. This information is not warranted to be complete or accurate. Contractor shall verify all dimensions in the field prior to ordering materials or construction and any costs or expenses arising out of its failure to do so shall be borne solely by Contractor.
- 1.4.10. The Contractor shall examine the existing site conditions and carefully compare them to the Drawings. All measurements must be verified from actual observation at the Project site. The Contractor is responsible for all Work fitting in place in approved, satisfactory and workmanlike manner in every particular. If the Contractor encounters unexpected existing site or building conditions, it shall cease operations immediately to minimize damage and shall immediately notify CM in writing. Contractor shall bear all costs, expenses or damages arising or resulting from its failure to comply with this paragraph.
- 1.4.11. Hoisting of material or equipment above occupied areas will NOT be permitted unless the existing structure has been properly verified by a licensed professional Engineer to be able to bear the load of the material or equipment being hoisted if accidentally released. It is the responsibility of the Contractor performing such hoisting to properly and adequately reinforce existing structure.
- 1.4.12. Space for electrical and mechanical lines is limited for the Project. Therefore, it is imperative that Contractor coordinate its Work with the Work of all other trades to ensure containment of electrical and mechanical lines in space provided. Priority of space will be decided in discretion of CM, with no additional compensation, where unresolved conflict exists. If Work is not

properly coordinated, Contractor shall remove and relocate Work without additional compensation.

1.4.13. The Contractor shall maintain all project record documents for all concealed Work to mark actual construction. The Contractor shall turned over to CM all project record documents upon completion of Work by the Contractor, in a format to be determined by CM. The Contractor shall make all project record documents available to the Owner, CM and/or the Architect for inspection and review. The Contractor's failure to maintain such documents adequately shall entitle the Owner and/or CM to withhold payment until such documents are current and up to date.

1.4.14. The Contractor shall submit a daily report to CM on a daily basis on the form provided to Contractor by CM.

1.4.15. All Contractors shall attend all meetings as required by CM.

1.5. OWNER EQUIPMENT COORDINATION

1.5.1. The Owner Furnished and Contractor Installed (OF/CI) equipment as listed in the Individual Contractor's Work scopes found in Section 00220 shows the Contractor responsible to schedule delivery, receive the equipment and accessories F.O.B. jobsite, inspect, protect, store, handle and move into position, provide all coordination with applicable trades for rough-in requirements and final connections, marshal the appropriate trades as a composite installation crew, and assist in initial startup.

1.5.2. Refer to the Drawings to determine quantities.

END OF SECTION 00210

**SECTION 00220
WORK SCOPES**

BID CATEGORY 061000 – General Trades

The Work of this Bid Category includes but is not limited to providing all labor, equipment, materials, scaffolding, temporary walls, hoisting and incidentals to complete all in accordance with the Contract Documents and applicable codes. All Work is to be performed as shown on the plans and specified in the following Technical Specification sections:

<u>Specification Section</u>	<u>Description of Section</u>
013219	Schedule of Required Submittals
013300	Submittal Procedures
014213	Abbreviations
014216	Standards and Definitions
016000	Product Requirements
017300	Execution Requirements
017329	Cutting and Patching
017836	Warranties
017839	Electronic Project Record Documents
024119	Selective Demolition
030513	Concrete Water Vapor Reducing Admixture
033000	Cast in Place Concrete
042000	Unit Masonry
061000	Rough Carpentry
064023	Interior Architectural Woodwork
078413	Firestopping
079200	Joint Sealants
081113	Standard Steel Doors and Frames
084523	Translucent Wall Panel System
087100	Door Hardware
096700	Epoxy Floor Coatings
099100	Painting
099200	Electrostatic Painting
101100	Visual Display Boards
102114	Toilet Compartments
102800	Toilet and Bath Accessories
105113	Metal Lockers
105117	Metal Locker Restoration

In addition to the above, this bid category includes but is not limited to the Bidding Documents, the Bidding and Contract requirements and Division 1 General Requirements of the Project Manual and various other Technical Specifications interfacing with this work. The bidder is advised to review the work descriptions of the other categories and other referenced documents so as to not misunderstand scope responsibilities.

THE SCOPE OF WORK IS TO INCLUDE, but is not limited to, the following items:

1. Contractor shall complete all work related to the specification sections listed above.
2. This contractor is responsible for all demolition related to the specification sections listed above.
3. It is the responsibility of this Bid Category to review all drawings & drawing notes and include items requiring work that is generally defined as the responsibility of this Bid Category within the work description unless otherwise noted above in the scope of work.

4. All penetrations through walls and ceilings will be fire and smoke stopped as required to comply with the state fire safety requirements. Provide and install all firestopping materials. Contractor shall restore all surfaces to match existing conditions after completion of their work. This shall include drywall, pre-cast decks, masonry, acoustical ceilings, steel, roofing and concrete work.
5. Contractor shall furnish and install all structural and miscellaneous metal/steel as required to complete work of this bid category.
6. Safety orientation stickers shall be obtained by BMC and issued to contractor. All field personnel are required to pass safety training procedures specified by BMC. Upon completion of safety training, all personnel are to place the safety orientation sticker on their hard hats conspicuously and wear at all times.
7. Contractor is responsible to tie in all new work related to this bid category with the existing building. This includes all rework of existing conditions to the satisfaction of the Construction Manager, Architect and Owner. Contractor is to perform all demolition to complete their own work, as required. This includes selective demolition in order to obtain any and all dimensions necessary to begin fabrication and complete work.
8. Contractor shall provide all fall protection, lifts and scaffolding as required to complete their own work. Fall Protection and scaffolding shall comply with MIOSHA, OSHA and any other authorities having jurisdiction.
9. This contractor will be responsible for all re-mobilization costs for all phases of work.
10. Coordinate with all other trades, including mandatory participation in job meetings.
11. This contractor shall provide full time supervision of sub-contractors and field personnel. This includes a field superintendent responsible for all work with the ability to make decisions.
12. Provide daily clean-up according to Barton Malow standards, including daily removal of all materials and debris related to this category. If daily clean-up is not performed, the Construction manager will provide a laborer to complete the clean-up and the appropriate contractor will be back charged.
13. This contractor shall be responsible for layout engineering as it pertains to this work, coordinate layout with all other contractors.
14. Contractor will be responsible for storing all materials in an acceptable manner with Barton Malow, Owner and Architect. Contractor shall be responsible for receiving, off-loading, into/onto building including the safe and secure storage of materials related to this work
15. Contractors performing demolition shall be responsible for protecting new and existing construction from damage due to their own work. If any adjacent surfaces are damaged, it will be the sole responsibility of the contractor at fault to completely repair and replace all damaged construction to the satisfaction of the Owner, Construction Manager, and Architect.
16. Furnish and install joint sealant where shown, specified or required as associated with this contractor's own work.
17. Furnish, install and maintain all formwork, shoring and bracing as required. Leave systems in place until new building systems are in place and stable, then remove as required. Prior to installation of shoring and bracing efforts, provide shop drawings on the proposed shoring and bracing design. A registered engineer in the State of Michigan must seal drawings.
18. Supply and install all required surface treatments, sealers, including all preparation and cleaning required.
19. Contractor shall furnish and install all temporary walls and barricades. This work shall be completed upon written notice by the CM. If temporary walls/barricades are not erected following written notice from CM, the Construction manager reserves the right to erect and the contractor will be back charged. Contractor shall include in their bid the cost to breakdown/remove temporary walls or barricades once construction is complete and the space ready for occupancy.
20. Coordinate the location and sizes of all openings with the appropriate trades. Provide appropriate opening in walls, floors and ceilings for all electrical and mechanical equipment. Furnish and install access doors for proper access to equipment and devices. Furnish and install sleeves in all walls related to this bid category.

21. It is this contractor's responsibility to review all drawings. Remove, patch and/or replace any ceiling systems as required to perform work of this category.
22. Provide and install complete framing and layout for all work related to this bid category.
23. Provide and install paint for all interior surfaces, exterior surfaces, exterior lintels, steel columns, concrete floors, as required, including epoxy and electrostatic painting work. "Game Lines" Paint on wood flooring to be completed by wood flooring contractor.
24. This contractor is responsible to investigate the completed surfaces of all walls, ceilings, soffits, composite panels, etc. in order to determine and approve finishes established by those trades to which all work of this category applies. Prepare all surfaces to receive paint as specified.
25. Provide photo identification badges to be worn by contractor's field personnel at all times
26. This contractor is responsible for reviewing the sites and planning and placing measures within their bid to obtain access to their work areas. This contractor shall be responsible for restoring the conditions of the pathway to their work area (if necessary) including but not limited to: asphalt repairs, sidewalk replacements, restoration of lawn areas, etc.
27. Include blocking, plywood, insulation and nailers as shown, specified or required to complete scope.
28. All safety requirements meeting MIOSHA and Barton Malow Standards (most stringent applies) must be followed.
29. Contractor shall furnish and install all concrete sub floor, including but not limited to preparing the concrete subfloor as necessary/required for wood floor installation. Wood flooring contractor shall specify any concrete subfloor areas where additional repair/prep/rework is required in order to provide suitable wood flooring base.
30. Contractor shall furnish and install all toilet accessories including, but not limited to: mirrors, electric hand dryers, dispensers and grab bars, as shown, specified or required. Contractor shall install any toilet accessories furnished by the Owner.
31. If installation of this contractor's work requires saw-cutting the concrete floors, this same contractor is also responsible for pouring back concrete. This contractor must coordinate with flooring contractor as to provide proper floor finish and height. Before sawcutting or making any cuts in the floor, all contractors must use ground penetrating radar, and must provide proof that it was used to the Barton Malow site superintendent.
32. Contractor is responsible to verify all interior and exterior door and window dimensions to ensure proper fit.
33. Provide all backing, wood blocking and shims for proper anchorage, as shown, specified or required for work related to this bid category.
34. This contractor shall set all door and window frames. Setting and installation of all door frames within masonry shall be done by a certified masonry subcontractor. Provide labor and materials to grout all door and window frames as shown, specified or required. Check frames for plumb and square during the frame installation and before finish product is to be installed. Correct any deficiencies in plumbness, levelness and squareness.
35. Provide and install all wood and hollow metal doors, including all finish hardware and related items as required.
36. Furnish and install all door hardware shown, specified or required, including but not limited to hinges, mullions, fire exit devices, cylinders, cores, closers, kick plates, wall stops, smoke seals and astragals. Cylinders and cores shall match the owner's keying system. Refer to specification section 087100 Door Hardware.
37. Supply and install all glass and glazing required for this project in all hollow metal doors & windows, sidelights, fiberglass reinforced doors and aluminum windows, as specified.
38. Provide and install complete gypsum wallboard, cement board, framing, layout, insulation backing, drip edges, metal edge angles, sealants, expansion joint assemblies, backer rods, through-wall flashing, window flashing, control joints, including all accessories. This contractor is responsible for providing final wall construction to meet code requirements.
39. Provide labor and material to perform all taping, sanding and finishing of drywall and plaster surfaces to degree ready for acceptance of final wall treatment and obtain approval for application of all finishes.

40. Provide finishing for all wood surfaces requiring on-site finishing, excluding wood finishing of wood flooring at Smith MS.
41. Contractor is responsible for all touch-up of door and window frames after installation of doors and glass.
42. Contractor shall furnish and install all metal lockers as shown, specified or required.
43. Contractor shall restore existing metal lockers as shown, specified or required.
44. Owners' operations take precedence over all construction activities. All cutover from existing systems to new systems shall not interfere with the Owner operation. If certain construction activities are anticipated to cause disruption with owners' operations (noise, etc.), these activities shall be scheduled on weekends or after hours.

EXCLUDED FROM THIS CONTRACTOR'S WORK IS:

1. Wood Flooring
2. Telescoping Stands

SPECIAL CONSIDERATIONS:

1. This contractor shall provide dumpsters and/or removal offsite of all demolition and general debris created by the work of this contractor.
2. All work under this scope shall comply with proper trade jurisdictions, even if it is necessary to assemble composite crews or subcontract to appropriate trades.
3. Provide clean-up as outlined in the general requirements section 01550.
4. Contractor is responsible to furnish all Barton Malow Co. start-up documents within two (2) weeks of contract award. This includes signed contract, bonds, certificate of insurance, shop drawings and submittals, and contractors safety program with signed safety agreement (01600), Safety Program Review checklist (01600) and MSDS.
5. It is the responsibility of the contractor to review all drawings & drawing notes, including civil, architectural, structural, mechanical, electrical drawings, and specifications. Contractor shall provide and install all materials within this bid category unless otherwise noted above as excluded from this scope of work.
6. Bidder shall complete the Bid form in its entirety, special attention is directed to the Alternates and Unit Prices Section of the Bid Form.
7. The special provisions outlined in Section 00210 Description of the Work form a part of this bid category work description and apply to this bidder's scope of work.
8. This contractor is responsible to create a safety binder, both hard copy and electronic, which will include the following information: site specific safety program, signed safety agreement (01600), MSDS sheets, Asbestos Training Certificates, CPR/first aid certificates, Lift certifications, Lead Renovators Certificates, Storm Water Certificates, Equipment Maintenance Logs, Equipment Training Letters, Roof Work Permits, & Letter indicating competent person. The location of the nearest hospital to each respective work site must be identified. This information will be organized and clearly marked with the contractors name, address and division on the exterior of a 3 ring binder for each building you will be working at.

END OF BID CATEGORY 061000 – General Trades

**SECTION 00220
WORK SCOPES**

BID CATEGORY 096400 – Wood Flooring

The Work of this Bid Category includes but is not limited to providing all labor, equipment, materials, scaffolding, temporary walls, hoisting and incidentals to complete all in accordance with the Contract Documents and applicable codes. All Work is to be performed as shown on the plans and specified in the following Technical Specification sections:

<u>Specification Section</u>	<u>Description of Section</u>
013219	Schedule of Required Submittals
013300	Submittal Procedures
014213	Abbreviations
014216	Standards and Definitions
016000	Product Requirements
017300	Execution Requirements
017329	Cutting and Patching
017836	Warranties
017839	Electronic Project Record Documents
024119	Selective Demolition
096401	Refinishing Wood Athletic Flooring
096467	Wood Gymnasium Flooring

In addition to the above, this bid category includes but is not limited to the Bidding Documents, the Bidding and Contract requirements and Division 1 General Requirements of the Project Manual and various other Technical Specifications interfacing with this work. The bidder is advised to review the work descriptions of the other categories and other referenced documents so as to not misunderstand scope responsibilities.

THE SCOPE OF WORK IS TO INCLUDE, but is not limited to, the following items:

1. Contractor shall complete all hardwood flooring work at Smith MS. This includes but is not limited to the demolition, preparation, furnishing and installation of both existing and proposed wood flooring systems.
2. This contractor is responsible to furnish and install all vapor barrier, resilient pads, subfloor, flooring, fasteners, finish materials, game lines, wall base and threshold plates associated with specification sections 096401 and 096467.
3. Concrete slab subfloor preparation and repair shall be the responsibility of the general trades contractor. Wood flooring contractor shall identify all discrepancies where concrete slab preparation is required to 061000 General Trades contractor and CM prior to installing wood flooring.
4. Contractor responsible to furnish and install/paint all game lines as detailed in specification sections 096401 and 096467.
5. Contractor to refinish all existing wood flooring as detailed in specification section 096401 and as shown on drawings. Existing wood flooring shall be toothed into new proposed wood flooring.
6. It is the responsibility of this Bid Category to review all drawings & drawing notes and include items requiring work that is generally defined as the responsibility of this Bid Category within the work description unless otherwise noted above in the scope of work.
7. Contractor is responsible to tie in all new work related to this bid category with the existing building. This includes all rework of existing conditions to the satisfaction of the Construction Manager, Architect and Owner. Contractor is to perform all demolition to complete their own work, as required. This includes selective demolition in order to obtain any and all dimensions necessary to begin fabrication and complete work.

8. Contractor shall provide all fall protection, lifts and scaffolding as required to complete their own work. Fall Protection and scaffolding shall comply with MIOSHA, OSHA and any other authorities having jurisdiction.
9. This contractor will be responsible for all re-mobilization costs for all phases of work.
10. Coordinate with all other trades, including mandatory participation in job meetings. Special coordination and required between wood flooring contractor and telescoping stands contractor to avoid scheduling issues.
11. This contractor shall provide full time supervision of sub-contractors and field personnel. This includes a field superintendent responsible for all work with the ability to make decisions.
12. Provide daily clean-up according to Barton Malow standards, including daily removal of all materials and debris related to this category. If daily clean-up is not performed, the Construction manager will provide a laborer to complete the clean-up and the appropriate contractor will be back charged.
13. This contractor shall be responsible for layout engineering as it pertains to this work, coordinate layout with all other contractors.
14. Contractor will be responsible for storing all materials in an acceptable manner with Barton Malow, Owner and Architect. Contractor shall be responsible for receiving, off-loading, into/onto building including the safe and secure storage of materials related to this work
15. Contractors performing demolition shall be responsible for protecting new and existing construction from damage due to their own work. If any adjacent surfaces are damaged, it will be the sole responsibility of the contractor at fault to completely repair and replace all damaged construction to the satisfaction of the Owner, Construction Manager, and Architect.
16. Supply and install all required surface treatments, sealers, including all preparation and cleaning required.
17. Coordinate the location and sizes of all openings with the appropriate trades. Provide appropriate openings in floors for all mechanical/electrical equipment.
18. It is this contractor's responsibility to review all drawings. Remove, patch and/or replace any existing systems as required to perform work of this category.
19. This contractor is responsible to investigate the completed surfaces of all existing, refinished and proposed wood flooring in order to determine and approve finishes. Contractor shall repair and/or correct all wood flooring areas identified as not properly installed/finished. Prepare all surfaces to receive game paint lines as specified.
20. Provide photo identification badges to be worn by contractor's field personnel at all times
21. All safety requirements meeting MIOSHA and Barton Malow Standards (most stringent applies) must be followed.
22. Owners' operations take precedence over all construction activities. All cutover from existing systems to new systems shall not interfere with the Owner operation. If certain construction activities are anticipated to cause disruption with owners' operations (noise, etc.), these activities shall be scheduled on weekends or after hours.
23. Safety orientation stickers shall be obtained by BMC and issued to contractor. All field personnel are required to pass safety training procedures specified by BMC. Upon completion of safety training, all personnel are to place the safety orientation sticker on their hard hats conspicuously and wear at all times.

EXCLUDED FROM THIS CONTRACTOR'S WORK IS:

1. None

SPECIAL CONSIDERATIONS:

1. This contractor shall provide dumpsters and/or removal offsite of all demolition and general debris created by the work of this contractor.

2. All work under this scope shall comply with proper trade jurisdictions, even if it is necessary to assemble composite crews or subcontract to appropriate trades.
3. Provide clean-up as outlined in the general requirements section 01550.
4. Contractor is responsible to furnish all Barton Malow Co. start-up documents within two (2) weeks of contract award. This includes signed contract, bonds, certificate of insurance, shop drawings and submittals, and contractors safety program with signed safety agreement (01600), Safety Program Review checklist (01600) and MSDS.
5. It is the responsibility of the contractor to review all drawings & drawing notes, including civil, architectural, structural, mechanical, electrical drawings, and specifications. Contractor shall provide and install all materials within this bid category unless otherwise noted above as excluded from this scope of work.
6. Bidder shall complete the Bid form in its entirety, special attention is directed to the Alternates and Unit Prices Section of the Bid Form.
7. The special provisions outlined in Section 00210 Description of the Work form a part of this bid category work description and apply to this bidder's scope of work.
8. This contractor is responsible to create a safety binder, both hard copy and electronic, which will include the following information: site specific safety program, signed safety agreement (01600), MSDS sheets, Asbestos Training Certificates, CPR/first aid certificates, Lift certifications, Lead Renovators Certificates, Storm Water Certificates, Equipment Maintenance Logs, Equipment Training Letters, Roof Work Permits, & Letter indicating competent person. The location of the nearest hospital to each respective work site must be identified. This information will be organized and clearly marked with the contractors name, address and division on the exterior of a 3 ring binder for each building you will be working at.

END OF BID CATEGORY 096400 – Wood Flooring

**SECTION 00220
WORK SCOPES**

BID CATEGORY 126600 – Telescoping Stands

The Work of this Bid Category includes but is not limited to providing all labor, equipment, materials, scaffolding, temporary walls, hoisting and incidentals to complete all in accordance with the Contract Documents and applicable codes. All Work is to be performed as shown on the plans and specified in the following Technical Specification sections:

<u>Specification Section</u>	<u>Description of Section</u>
012300	Alternates
013219	Schedule of Required Submittals
013300	Submittal Procedures
014213	Abbreviations
014216	Standards and Definitions
016000	Product Requirements
017300	Execution Requirements
017329	Cutting and Patching
017836	Warranties
017839	Electronic Project Record Documents
024119	Selective Demolition
126600	Telescoping Stands

In addition to the above, this bid category includes but is not limited to the Bidding Documents, the Bidding and Contract requirements and Division 1 General Requirements of the Project Manual and various other Technical Specifications interfacing with this work. **The bidder is advised to review the work descriptions of the other categories as well as their own so as to not misunderstand scope responsibilities.**

THE SCOPE OF WORK IS TO INCLUDE, but is not limited to, the following items:

1. Furnish and install the telescoping stands including wheel chair seating, rails, bracing, decking, fasteners, code requirements and all related items as specified and required for a complete system.
2. Contractor is responsible to coordinate with electrical contractor to connect telescoping stands to proposed electrical system. Electrical contractor shall provide power to disconnect, telescoping stands contractor shall furnish and install all electrical equipment shown, specified or required beyond main disconnect to make telescoping stands fully functional (wire, junction boxes, controllers, contactors, motors, etc.).
3. Provide a price for Alternate 1 as described in A/E Specification 012300 and 126600.
4. Contractor shall complete all work associated with installation of proposed telescoping bleachers.
5. Safety orientation stickers shall be obtained by BMC and issued to contractor. All field personnel are required to pass safety training procedures specified by BMC. Upon completion of safety training, all personnel are to place the safety orientation sticker on their hard hats conspicuously and wear at all times.

6. It is the responsibility of this Bid Category to review all drawings & drawing notes and include items requiring work that is generally defined as the responsibility of this Bid Category within the work description unless otherwise noted above in the scope of work.
7. This contractor is responsible for cutting and patching of all existing materials for the installation of their work. At all locations where telescoping stands are to be anchored to existing back wall, contractor shall patch walls and install anchors as required.
8. Contractor is responsible to tie in all new work related to this bid category with the existing building. This includes all rework of existing conditions to the satisfaction of the Construction Manager, Architect and Owner. Contractor is to perform all demolition to complete their own work, as required. This includes selective demolition in order to obtain any and all dimensions necessary to begin fabrication and complete work.
9. Contractor shall provide all fall protection, lifts and scaffolding as required to complete their own work. Fall Protection and scaffolding shall comply with MIOSHA, OSHA and any other authorities having jurisdiction.
10. This contractor will be responsible for all re-mobilization costs for all phases of work.
11. Coordinate with all other trades, including mandatory participation in job meetings. Special coordination and required between wood flooring contractor and telescoping stands contractor to avoid scheduling issues.
12. This contractor shall provide full time supervision of sub-contractors and field personnel. This includes a field superintendent responsible for all work with the ability to make decisions.
13. Provide daily clean-up according to Barton Malow standards, including daily removal of all materials and debris related to this category. If daily clean-up is not performed, the Construction manager will provide a laborer to complete the clean-up and the appropriate contractor will be back charged.
14. This contractor shall be responsible for layout engineering as it pertains to this work, coordinate layout with all other contractors.
15. Contractor will be responsible for storing all materials in an acceptable manner with Barton Malow, Owner and Architect. Contractor shall be responsible for receiving, off-loading, into/onto building including the safe and secure storage of materials related to this work
16. Contractors performing demolition shall be responsible for protecting new and existing construction from damage due to their own work. If any adjacent surfaces are damaged, it will be the sole responsibility of the contractor at fault to completely repair and replace all damaged construction to the satisfaction of the Owner, Construction Manager, and Architect.
17. Supply and install all required surface treatments, sealers, including all preparation and cleaning required.
18. Provide photo identification badges to be worn by contractor's field personnel at all times
19. This contractor is responsible for reviewing the sites and planning and placing measures within their bid to obtain access to their work areas. This contractor shall be responsible for restoring the conditions of the pathway to their work area (if necessary) including but not limited to: asphalt repairs, sidewalk replacements, restoration of lawn areas, etc.
20. All safety requirements meeting MIOSHA and Barton Malow Standards (most stringent applies) must be followed.
21. Owners' operations take precedence over all construction activities. All cutover from existing systems to new systems shall not interfere with the Owner operation. If certain construction activities are anticipated to cause disruption with owners' operations (noise, etc.), these activities shall be scheduled on weekends or after hours.

EXCLUDED FROM THIS CONTRACTOR'S WORK IS:

1. None**SPECIAL CONSIDERATIONS:**

1. This contractor shall provide dumpsters and/or removal offsite of all demolition and general debris created by the work of this contractor.
2. All work under this scope shall comply with proper trade jurisdictions, even if it is necessary to assemble composite crews or subcontract to appropriate trades.
3. Provide clean-up as outlined in the general requirements section 01550.
4. Contractor is responsible to furnish all Barton Malow Co. start-up documents within two (2) weeks of contract award. This includes signed contract, bonds, certificate of insurance, shop drawings and submittals, and contractors safety program with signed safety agreement (01600), Safety Program Review checklist (01600) and MSDS.
5. It is the responsibility of the contractor to review all drawings & drawing notes, including civil, architectural, structural, mechanical, electrical drawings, and specifications. Contractor shall provide and install all materials within this bid category unless otherwise noted above as excluded from this scope of work.
6. Bidder shall complete the Bid form in its entirety, special attention is directed to the Alternates and Unit Prices Section of the Bid Form.
7. The special provisions outlined in Section 00210 Description of the Work form a part of this bid category work description and apply to this bidder's scope of work.
8. This contractor is responsible to create a safety binder, both hard copy and electronic, which will include the following information: site specific safety program, signed safety agreement (01600), MSDS sheets, Asbestos Training Certificates, CPR/first aid certificates, Lift certifications, Lead Renovators Certificates, Storm Water Certificates, Equipment Maintenance Logs, Equipment Training Letters, Roof Work Permits, & Letter indicating competent person. The location of the nearest hospital to each respective work site must be identified. This information will be organized and clearly marked with the contractors name, address and division on the exterior of a 3 ring binder for each building you will be working at.

END OF BID CATEGORY 126600 – Telescoping Stands

**SECTION 00220
WORK SCOPES**

BID CATEGORY 230000 – Mechanical

The Work of this Bid Category includes but is not limited to providing all labor, equipment, materials, scaffolding, hoisting and incidentals to complete all in accordance with the Contract Documents and applicable codes. All Work is to be performed as shown on the plans and specified in the following Technical Specification sections:

<u>Specification Section</u>	<u>Description of Section</u>
013219	Schedule of Required Submittals
013300	Submittal Procedures
014213	Abbreviations
014216	Standards and Definitions
016000	Product Requirements
017300	Execution Requirements
017329	Cutting and Patching
017836	Warranties
017839	Electronic Project Record Documents
024119	Selective Demolition
078413	Firestopping
200500	Mechanical General Requirements
200510	Basic Mechanical Materials and Methods
224200	Plumbing Fixtures

In addition to the above, this Bid Category requires adherence to and coordination with various other technical Specifications interfacing with this Work. The Bidder shall review the Work descriptions of the other Bid Categories as set forth in Section 00210 of the Project Manual and other referenced documents, so as to not misunderstand scope responsibilities.

THE SCOPE OF WORK IS TO INCLUDE, but is not limited to, the following items:

1. This contractor shall be responsible for all layout, engineering, elevations and layout coordination with other contractors. It is the responsibility of this contractor to hire an accredited surveying firm approved by Barton Malow Company to layout all work of this category. Upon completion of the work furnish signed and sealed as-builts that tie all site improvements to property lines and/or building corners and meet the requirements of Section 01720 of the Project Manual.
2. Contractor shall provide all fall protection, lifts and scaffolding as required to complete their own work. Fall Protection and scaffolding shall comply with MIOSHA, OSHA and any other authorities having jurisdiction.
3. All required permits, fee applications, etc., required for execution of the work as required by code and local authorities shall be included in this bid. This shall include all city, township, gas company and/or other fees related to this contractor's work.
4. Safety orientation stickers shall be obtained by BMC and issued to contractor. All field personnel are required to pass safety training procedures specified by BMC. Upon completion of safety training, all personnel are to place the safety orientation sticker on their hard hats conspicuously and wear at all times.
5. This contractor shall provide full-time supervision of sub-contractors and field personnel. This includes a field superintendent responsible for all work with the ability to make decisions.
6. This contractor will be responsible for all re-mobilization costs for all phases of work.
7. This contractor is responsible for all rigging and hoisting, as required for their work.

8. This contractor is responsible for all mechanical demolition as shown on drawings. Contractors performing demolition shall be responsible for protecting new and existing construction from damage due to their own work. If any adjacent surfaces are damaged, it will be the sole responsibility of the contractor at fault to completely repair and replace all damaged construction to the satisfaction of the Owner, Construction Manager, and Architect.
9. Contractor is responsible to tie in all new work related to this bid category with the existing building. This includes all rework of existing conditions to the satisfaction of the Construction Manager, Architect and Owner. Contractor is to perform all demolition to complete their own work, as required.
10. This contractor is responsible for all work detailed in M-series drawings.
11. Coordinate with Architect/Engineer before penetrating any structural members.
12. Provide mechanical identifications for all pipes and valves including a valve schedule.
13. This contractor is responsible for covering and securing (water-tight) all penetrations thru floors or roof area and any other of their openings.
14. This contractor is responsible for cutting and patching of all existing materials for the installation of their work. All penetrations through walls, ceilings and floors will be fire and smoke stopped as required to comply with the state fire safety requirements. Provide and install all firestopping materials. Contractor shall restore all surfaces to match existing conditions after completion of their work. This shall include drywall, pre-cast decks, masonry, acoustical ceilings, steel, roofing and concrete work.
15. Provide and locate all access doors to architectural trades for setting as required for access to mechanical equipment.
16. This contractor is responsible for all plumbing (sanitary, storm, gas, hot and cold water, refrigerant vent, acid waste, compressed air, and heating/cooling piping), valves, equipment (water heaters, air compressors, etc), plumbing fixtures, plumbing specialties, and accessories as required.
17. Pressure test all underground pipes as required in the specifications and plumbing codes.
18. This contractor will be required to direct all related trades as to locations and sizes of penetrations to new surfaces. If proper coordination is not provided it will be the responsibility of this contractor to cut, patch and revise all holes and penetrations for the installation of all pipe and ductwork. All penetrations through walls, floors, and ceilings will be fire and smoke stopped so as to comply with the Office of Fire Safety requirements.
19. Prior to final acceptance this contractor shall clean all floor drains and associated piping and remove all dirt and debris. Test with running water for good draining after cleaning.
20. Provide protection of equipment. Costs incurred due to damage of equipment because of lack of adequate protection will be the responsibility of this contractor. This includes temporarily capping all floor drains and pipes so as to prevent concrete and other construction debris from entering the plumbing.
21. Coordinate layout and installation of all mechanical piping with other trades. This contractor is responsible for the proper location and sizes of all mechanical openings by other trades. Any corrective work necessary to wall or floor openings will be the responsibility of this contractor.
22. This contractor is to furnish duct-work coordination drawings to all related trades prior to their work commencing.
23. Contractor will be responsible for storing all materials in an acceptable manner with Barton Malow, Owner and Architect. Contractor shall be responsible for receiving, off-loading, into/onto building including the safe and secure storage of materials related to this work
24. This contractor is responsible for the insulation of all mechanical and plumbing systems (pipes, fittings, duct, etc) as required and specified.

25. This contractor is responsible for all caulking, gaskets, and sealing of mechanical and plumbing systems to provide air, water, and weather tight connections including but not limited to sealing of wall and floor penetrations and plumbing fixtures.
26. The contractor's field superintendent shall be present during testing and field reviews conducted by the various inspection agencies.
27. Provide daily clean-up, according to Barton Malow standards, including daily removal of all materials and debris related to this category. If daily clean-up is not performed, the Construction Manager will provide his labor to complete the clean-up and the appropriate contractor will be back-charged.
28. Coordination with other trades, including mandatory participation in job meetings.
29. This contractor will be responsible for all re-mobilization costs for all phases of work.
30. Provide photo identification badges to be worn by contractor's field personnel at all times
31. All safety requirements meeting MIOSHA and Barton Malow Standards (most stringent applies) must be followed.
32. Owners' operations take precedence over all construction activities. All cutover from existing systems to new systems shall not interfere with Owner operations. If certain construction activities are anticipated to cause disruption with owners' operations (noise, etc.), these activities shall be coordinated with the owner or scheduled on weekends/after hours.
33. Contractor is responsible for painting of all interior and exterior mechanical lines as shown, specified or required.

EXCLUDED FROM THIS CONTRACTOR'S WORK is:

1. None

SPECIAL CONSIDERATIONS:

1. This contractor shall provide dumpsters and/or removal offsite of all demolition and general debris created by the work of this contractor.
2. All work under this scope shall comply with proper trade jurisdictions, even if it is necessary to assemble composite crews or subcontract to appropriate trades.
3. Provide clean-up as outlined in the general requirements section 01550.
4. Contractor is responsible to furnish all Barton Malow Co. start-up documents within two (2) weeks of contract award. This includes signed contract, bonds, certificate of insurance, shop drawings and submittals, and contractors safety program with signed safety agreement (01600), Safety Program Review checklist (01600) and MSDS.
5. It is the responsibility of the contractor to review all drawings & drawing notes, including civil, architectural, structural, mechanical, electrical drawings, and specifications. Contractor shall provide and install all materials within this bid category unless otherwise noted above as excluded from this scope of work.
6. Bidder shall complete the Bid form in its entirety, special attention is directed to the Alternates and Unit Prices Section of the Bid Form.
7. The special provisions outlined in Section 00210 Description of the Work form a part of this bid category work description and apply to this bidder's scope of work.

8. This contractor is responsible to create a safety binder, both electronic and hard copy, which will include the following information: site specific safety program, signed safety agreement (01600), MSDS sheets, Asbestos Training Certificates, CPR/first aid certificates, Lift certifications, Lead Renovators Certificates, Storm Water Certificates, Equipment Maintenance Logs, Equipment Training Letters, Roof Work Permits, & Letter indicating competent person. This information will be organized and clearly marked with the contractors name, address and division on the exterior of a 3 ring binder for each building you will be working at.

END OF BID CATEGORY 230000 – Mechanical

**SECTION 00220
WORK SCOPES**

BID CATEGORY 260000 - Electrical

The Work of this Bid Category includes but is not limited to providing all labor, equipment, materials, scaffolding, hoisting and incidentals to complete all Electrical in accordance with the Contract Documents and applicable codes. All Work is to be performed as shown on the plans and specified in the following technical Specification sections:

<u>Specification Section</u>	<u>Description of Section</u>
013219	Schedule of Required Submittals
013300	Submittal Procedures
014213	Abbreviations
014216	Standards and Definitions
016000	Product Requirements
017300	Execution Requirements
017329	Cutting and Patching
017836	Warranties
017839	Electronic Project Record Documents
024119	Selective Demolition
078413	Firestopping
079200	Joint Sealants
260010	Electrical General Requirements
260500	Basic Electrical Materials and Methods
260519	Conductors and Cables
260526	Grounding and Bonding
260529	Hangers and Supports for Electrical Systems
260533	Raceways and Boxes
260553	Electrical Identification
260923	Lighting Control Devices
262726	Wiring Devices
262813	Fuses
262816	Enclosed Switches and Circuit Breakers
265100	Interior Lighting
283100	Fire Alarm

In addition to the above, this Bid Category requires adherence to and coordination with various other technical Specifications interfacing with this Work. The Bidder shall review the Work descriptions of the other Bid Categories as set forth in Section 00210 of the Project Manual so as to not misunderstand scope responsibilities.

THE SCOPE OF WORK IS TO INCLUDE, but is not limited to, the following items:

1. Contractor shall complete all work related to the specification sections listed above.
2. This contractor is responsible for all demolition related to the specification sections listed above.
3. This contractor shall be responsible for all layout, engineering, elevations and layout coordination with other contractors. It is the responsibility of this contractor to hire an accredited surveying firm approved by Barton

Malow Company to layout all work of this category. Upon completion of the work furnish signed and sealed as-builts.

4. Provide photo identification badges to be worn by contractor's field personnel at all times
5. Contractor is responsible to tie in all new work related to this bid category with the existing building. This includes all rework of existing conditions to the satisfaction of the Construction Manager, Architect and Owner. Contractor is to perform all demolition to complete their own work, as required. This includes selective demolition in order to obtain any and all dimensions necessary to begin fabrication and complete work.
6. Contractor shall provide all fall protection, lifts and scaffolding as required to complete their own work. Fall Protection and scaffolding shall comply with MIOSHA, OSHA and any other authorities having jurisdiction.
7. Safety orientation stickers shall be obtained by BMC and issued to contractor. All field personnel are required to pass safety training procedures specified by BMC. Upon completion of safety training, all personnel are to place the safety orientation sticker on their hard hats conspicuously and wear at all times.
8. Contractor will be responsible for storing all materials in an acceptable manner with Barton Malow, Owner and Architect. Contractor shall be responsible for receiving, off-loading, into/onto building including the safe and secure storage of materials related to this work
9. This contractor shall provide full time supervision of sub-contractors and field personnel. This includes a field superintendent responsible for all work with the ability to make decisions.
10. Contractor responsible to provide all electrical wiring for power.
11. This contractor shall provide all temporary lighting and power for this project as specified in the Special Conditions. All temporary lighting shall comply with MISOHA, OSHA and any other authorities having jurisdiction, including proper lumen ratings throughout the site. Contractor shall also provide all heat trace as required to maintain temporary power. Any temporary power damaged due to lack of heat trace shall be this contractor's responsibility to repair and replace.
12. Obtain approvals, permits and coordinate the inspection and testing of the systems with state governing agencies. This contractor is responsible for and shall coordinate all work with public utility companies, as required. Pay for all fees and testing charges for each system.
13. This contractor is responsible for all electrical demolition. Contractors performing demolition shall be responsible for protecting new and existing construction from damage due to their own work. If any adjacent surfaces are damaged, it will be the sole responsibility of the contractor at fault to completely repair and replace all damaged items to the satisfaction of the Owner, Construction Manager, and Architect.
14. This contractor is responsible for the work described in all E-series drawings unless otherwise specified.
15. This contractor will be responsible for all re-mobilization costs for all phases of work.
16. Provide blank covers for data receptacles not used.
17. This contractor is responsible for all testing of electrical systems upon completion of the installation. The contractor's field superintendent shall be present during testing and field reviews conducted by the various inspection agencies.
18. This contractor will be responsible for all hoisting and handling necessary to complete this work.
19. Contractor is responsible for all rough-ins and final electrical connections for electrical equipment, specialties, and casework, as specified. Coordinate with other trades to provide all required electrical connections. Furnish and install all electrical equipment and accessories.
20. If installation of this contractors work requires saw-cutting the concrete floors, this same contractor is also responsible for pouring back concrete. This contractor must coordinate with flooring contractor as to provide

proper floor finish and height. Before sawcutting or making any cuts in the floor, all contractors must use ground penetrating radar, and must provide proof that it was used, to the Barton Malow site superintendent.

21. This contractor is responsible for all layout necessary for underfloor electrical work
22. Verify locations of all underfloor utilities before work begins.
23. Coordinate with Architect/Engineer before penetrating any structural members.
24. Provide proper identification of panels, circuits and systems.
25. Furnish and install all specified backing and supports for fixtures and equipment.
26. This contractor will provide all conduit, wiring, panels, devices, switches and accessories necessary for the installation of a complete power system.
27. Provide and locate all access doors to architectural trades for setting as required for access to electrical equipment.
28. This contractor is to wire all motors, disconnect switches, and starters supplied by either themselves or category 230000 unless otherwise specified.
29. Provide and install all conduits, raceways, and boxes. This contractor must coordinate with all trades for work scheduling, equipment type and sizing.
30. This contractor is responsible for the cutting and patching of all existing materials for the installation of all electrical work. All penetrations through walls and ceilings will be fire and smoke stopped to comply with the State Fire Safety Requirements. Provide and install all firestopping materials. Contractor shall restore all surfaces to match existing conditions. This shall include all drywall, masonry, acoustical ceilings, steel, concrete (saw-cutting & in-fill).
31. Provide protection of equipment. Damage to equipment due to a lack of adequate protection will be the responsibility of this contractor.
32. All safety requirements meeting MIOSHA and Barton Malow Standards (most stringent applies) must be followed.
33. Provide complete lighting system with occupancy and/or automated lighting controls as required.
34. Provide daily clean-up, according to Barton Malow standards, including daily removal of all materials and debris related to this category. If daily clean-up is not performed, the Construction Manager will provide his labor to complete the clean-up and the appropriate contractor will be back-charged.
35. Contractor is required to
36. coordinate with other trades, including mandatory participation in job meetings.
37. This contractor is responsible to repair any damaged existing circuiting in order to connect all new electrical systems/items. Contractor to provide a complete installation of all conduits, raceways, boxes, circuiting and lighting.
38. Contractor shall coordinate with telescoping stands contractor to provide power to telescoping stands. Electrical contractor shall provide power to disconnect, telescoping stands contractor shall furnish and install all electrical equipment shown, specified or required beyond main disconnect to make telescoping stands fully functional (wire, junction boxes, controllers, contactors, motors, etc.).
39. Owners' operations take precedence over all construction activities. All cutover from existing systems to new systems shall not interfere with the Owner operation. If certain construction activities are anticipated to cause disruption with owners' operations (noise, etc.), these activities shall be scheduled on weekends or after hours.

EXCLUDED FROM THIS CONTRACTOR'S WORK IS:

None.

SPECIAL CONSIDERATIONS:

1. This contractor shall provide dumpsters and/or removal offsite of all demolition and general debris created by the work of this contractor.
2. All work under this scope shall comply with proper trade jurisdictions, even if it is necessary to assemble composite crews or subcontract to appropriate trades.
3. Provide clean-up as outlined in the general requirements section 01550.
4. Contractor is responsible to furnish all Barton Malow Co. start-up documents within two (2) weeks of contract award. This includes signed contract, bonds, certificate of insurance, shop drawings and submittals, and contractors safety program with signed safety agreement (01600), Safety Program Review checklist (01600) and MSDS.
5. It is the responsibility of the contractor to review all drawings & drawing notes, including civil, architectural, structural, mechanical, electrical drawings, and specifications. Contractor shall provide and install all materials within this bid category unless otherwise noted above as excluded from this scope of work.
6. Bidder shall complete the Bid form in its entirety, special attention is directed to the Alternates and Unit Prices Section of the Bid Form.
7. The special provisions outlined in Section 00210 Description of the Work form a part of this bid category work description and apply to this bidder's scope of work.
8. This contractor is responsible to create a safety binder, both hard copy and electronic, which will include the following information: site specific safety program, signed safety agreement (01600), MSDS sheets, Asbestos Training Certificates, CPR/first aid certificates, Lift certifications, Lead Renovators Certificates, Storm Water Certificates, Equipment Maintenance Logs, Equipment Training Letters, Roof Work Permits, & Letter indicating competent person. The location of the nearest hospital to each respective work site must be identified. This information will be organized and clearly marked with the contractors name, address and division on the exterior of a 3 ring binder for each building you will be working at.

END OF BID CATEGORY 260000 – Electrical

**SECTION 00230
SCHEDULE AND PHASING**

1. GENERAL

1.1. MILESTONE SCHEDULE

1.1.1. The following are the milestone schedule dates for the listed Work and will become a part of the Contract Documents. The master construction schedule will be developed after award of the Agreement with Contractor input.

MILESTONE ACTIVITY	SCHEDULED START	SCHEDULED COMPLETION
Sitework and Canopies	June 15, 2015	August 21, 2015

1.1.2. It is expressly agreed that time is of the essence for the completion of Work under the Agreement and Contractor agrees to perform the Work within the allotted time and in the manner specified. Contractor shall be liable for any and all damages and expenses suffered by the Owner or CM arising or resulting from the failure of Contractor to perform the Work in accordance with the construction schedule.

1.2. CONSTRUCTION SCHEDULE DEVELOPMENT PROCESS

1.2.1. Contractor agrees to commence Work in the field within five (5) Days after being notified to do so by the CM. Contractor shall diligently perform and fully complete all Work to the satisfaction of CM and Owner.

1.2.2. Work shall begin at such points as CM may designate and shall be carried to completion with the utmost speed.

1.3.2. Contractor shall submit to CM within fifteen (15) Days of award of the Agreement all necessary scheduling information, in form and substance satisfactory to CM of all activities contained in the Contractor’s scope of Work, including activity descriptions and durations in working days, for shop drawings, fabrication, delivery and installation of products, materials and equipment. This schedule shall identify precedent relationships between Contractor’s activities and those of other contractors, the dollar value, necessary manpower loadings, and precedent activities for other contractors. The activities on the schedule must be at a level of detail approved by CM and should agree with the terminology and building sequencing established by CM. CM will compile all Contractors’ schedules and develop a project master construction schedule. Once the individual contractors schedules are agreed upon by CM, this project master construction schedule will become the project plan for construction.

1.3.3. Special requirements and/or sequencing issues should be brought to the attention of CM. It is intended the milestones remain in effect and all Bidders agree to accept the milestone dates. CM reserves the right to revise the project master construction schedule as deemed necessary. CM reserves the right to revise the project master construction schedule as deemed necessary.

1.3.4. CM shall periodically update the project master construction schedule and display it at the Project site. Contractor shall familiarize itself with the project master construction schedule and how it will affect or modify its operations, including coordination with the activities of other contractors. Reasonable changes in sequencing, durations and phasing are to be expected with each master schedule update. These changes will be made by Contractor at no additional cost. Reasonable changes in sequencing, durations, and phasing are to be expected with each master schedule update. These changes will be made by Contractor at no additional cost.

1.3.5. If it is apparent Contractor is unable to perform its Work in the sequence indicated or the time allotted, Contractor must notify CM within five (5) Days after initial publication of the project master construction schedule. Contractor’s schedule of activities may be re-sequenced, and the schedule may be adjusted, provided all Work is completed within the stated milestone dates and

provided CM and affected contractors are notified of the change within five (5) calendar days of receipt of the schedule and the change does not otherwise negatively impact the other scheduled work; otherwise, the project master construction schedule shall be deemed accepted by all parties and becomes a contractual requirement for each Contractor.

- 1.3.6. If Contractor delays progress for any reason other than those delays specifically excused under the Contract Documents, Contractor will take all necessary steps to expedite its Work to maintain milestone target dates at no expense or additional cost to Owner or CM.
- 1.3.7. If Contractor is behind schedule and is so notified by CM, Contractor shall be required to accelerate the Work at its own expense. Contractor shall furnish to CM a short interval schedule of its Work showing location, number of men and crew required to get back on the agreed upon master construction schedule. If Contractor fails to maintain and meet the short interval schedule, Owner through CM reserves the right to take whatever steps it deems necessary in its sole discretion to recover the schedule at the Contractor's expense. The Contractor shall employ such means as overtime work, multiple work shifts, and additional equipment, all without additional compensation, and shall continue to do so until the progress of the Work, in the opinion of CM, is in conformance with the master project construction schedule.
- 1.3.8. Contractor agrees that it shall have no claim against the Owner, Architect, or CM for an increase in the contract price nor for a payment or allowance of any kind for damage, loss, or expense arising or resulting from delays, regardless of whether the delay is the basis for an extension of time. This provision includes claims for damage, loss, or expense arising or resulting from interruptions to, or necessary suspension of, Contractor's Work to enable other contractors to perform their work.

END OF SECTION 00230

**SECTION 00400
BID PROPOSAL FORM
(Submit in Triplicate - Fill in all Blanks)**

DATE: _____

TO: Troy School District
4400 Livernois
Troy, MI 48098

PROJECT: Troy School District 2013 Bond Program
Series 1, Bid Package #13
Smith Middle School Remodeling / Niles
Continuing Education Center Remodeling

ATTN: Todd Hensley
Purchasing Supervisor

CM :Barton Malow Company

Architect: TMP Architecture

Name of Bidding Co.:

Contact Name:

Email Address:

Business Address:

Phone Number:

**Bid Proposal for
Category(ies):**

Bidder, in compliance with the Advertisement to Bid for construction contemplated for Bid Package No. 13 Smith Middle School Remodeling / Niles Continuing Education Center Remodeling having carefully examined the Bidding Documents and the site of the proposed Project and the conditions affecting the proposed Work in the Bid Category(ies) including the condition of the Project site, any surface or subsurface obstruction, the actual levels, all excavating, filling in, removal and demolition, measurements and quantities involved in the Work, the availability of labor, materials and equipment, and the weather conditions that may possibly may be experienced in the Project vicinity, proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, and services as are necessary to perform all Work in the Bid Category(ies) stated in accordance with the Contract Documents for the Base Bid and Alternate amounts stated below.

If identified as one of the apparent lowest bidder(s) for a Bid Category Bidder agrees to meet immediately with CM and shall submit post bid information as described in Section 00200 Instructions to Bidders.

Bidder, if awarded a contract, agrees to: (1) execute the Agreement within fifteen (15) days of receiving notice of the award; (2) provide performance/payment bonds and insurance certificates in full compliance with the Contract Documents, (3) submit the Project Safety Program as described in Section 00200 Instructions to Bidders; (4) commence Work upon execution of the Agreement or at such other time as directed in the notice of award, and (5) to complete its Work in accordance with the Contract Documents and within the milestone activity dates and durations set forth in the Bidding Documents and subsequent construction project master schedule established by CM. In the event Bidder defaults in complying with any portion of this paragraph, Bidder specifically agrees that the entire bid security

amount shall become the property of Owner as liquidated damages constituting the reasonable estimate of the damages that Owner would incur for delays and additional expenses in the event of such default, and not as a penalty.

BASE BID: Bidder agrees to perform all Work for Bid Category(ies) as described in the Contract Documents, for the Base Bid(s) stated below. The Base Bid(s) shall include the cost of Performance and Payment Bonds. For each Bid Category to be bid, include the Base Bid, written and in figures, the cost of the Performance Bond and Payment Bond which is included in the Base Bid, written and in figures, and the Bid Category and description.

(Show amounts in both words and figures. In case of discrepancy, amount shown in words will govern).

BID CATEGORY	WRITTEN DESCRIPTION/AMOUNT(S)	BID AMOUNT IN FIGURES
1. Bid Category 061000 General Trades	_____	\$ _____
	_____ DOLLARS	
2. Bid Category 096400 Wood Flooring	_____	\$ _____
	_____ DOLLARS	
3. Bid Category 126600 Telescoping Stands	_____	\$ _____
	_____ DOLLARS	
4. Bid Category 230000 Mechanical	_____	\$ _____
	_____ DOLLARS	
5. Bid Category 260000 Electrical	_____	\$ _____
	_____ DOLLARS	

COMBINED BID AMOUNT	WRITTEN DESCRIPTION AMOUNT(S)	BID AMOUNT IN FIGURES
----------------------------	--------------------------------------	----------------------------------

COMBINED BID Bidder agrees to perform all Work necessary to complete the Work in Bid Categories _____, _____, _____, in full accordance with the Contract Documents, for the lump sum of:

Base Bid (including bond)		\$ _____
	DOLLARS	
Amount included for bond		\$ _____
	DOLLARS	

HOURLY LABOR RATES: All contractors are required to provide their company’s hourly labor rates as they apply to this project. The contract may be awarded based on this information. Failure to quote the following hourly labor rates will result in an incomplete bid proposal form and may be disqualified by Troy School District.

JOB TITLE	HOURLY RATE
	\$ _____
	\$ _____
	\$ _____
	\$ _____

INDIVIDUAL BUILDING PRICES:

All contractors are required to provide individual pricing for each building. The following prices are requested for accounting purposes only and will not be used to determine the low bidder. The contract will be awarded based on the total base bid. Separate contracts will not be written for individual buildings. Failure to quote the following individual prices will result in an incomplete bid proposal form and may be disqualified by Troy School District

Smith Middle School: _____ DOLLARS \$ _____

Niles Continuing Education Center: _____ DOLLARS \$ _____

ALTERNATES: The following Alternate(s) to Base Bid(s) are required to be offered by the respective Bidders. In the event the Alternate is accepted, Bidder agrees to perform all Work necessary to complete the Work as modified by the Alternate in full accordance with the Contract Documents, for the following add or deduct from the Base Bid as indicated: (Show amount(s) in both words and figures for Alternates. In case of discrepancy, amount shown in words will govern. Enter a dollar amount in each, even if the amount is \$0.00. Terminology such as “No Bid”, “Not Applicable”, “No Change” or “Does Not Apply”, shall not be used. If the Alternate does not apply to the Bidder, enter \$0.00.)

Alternate 1: Bid Category 126600 Telescoping Stands: Quote change in price to provide Interkal CSM seat in lieu of Interkal SSM seat. Refer to specifications sections 012300 Alternates and 126600 Telescoping Stands.

Add		(\$ _____)
Deduct		(\$ _____)

VOLUNTARY ALTERNATES: The following voluntary Alternates are offered by the Bidder. Bidder agrees that the amounts indicated below shall be added to or deducted from the Base Bid, as indicated, for each voluntary Alternate that is accepted.. (Show amount(s) in both words and figures for voluntary alternates. In case of discrepancy, amount shown in words will govern).

BID CATEGORY	WRITTEN DESCRIPTION OF VOLUNTARY ALTERNATE AMOUNT(S)	ADD	DEDUCT
1.		\$	\$

For the amount of: _____

 _____ DOLLARS

Bidder is required to submit sufficient detailed information to fully describe each voluntary Alternate(s) on a separate sheet(s) attached to this Bid Proposal form.

All applicable taxes and bond costs are included in the above Base Bid and all listed Alternates and Unit Prices.

Bid Security in the form of a bid bond from a qualified surety (), certified check (), or cashier's check (), (check one) accompanies this proposal in the amount of five (5) percent of the Base Bid amount(s). Bidder agrees that this Bid Proposal shall be irrevocable for a period of 90 Days after the day and time designated for receipt of the Bid Proposal in Section 00100 of the Project Manual.

As of the date of submission of the Bid Proposal, Bidder's worker's compensation Experience Modification Rate (EMR) for the state in which the Work is to be performed is _____. Bidder has attached to the Bid Proposal form the OSHA Form 200 / 200S indicating recordable incidence rates for the last calendar year per 200,000 man-hours for the following categories:

- 1) Total Cases _____
- 2) Lost Workday Cases _____
- 3) Non-fatal Cases Without Lost Workdays _____
- 4) Employee Hours Worked Last Year _____
- 5) Fatalities in the last year (if yes describe below) _____

Has Bidder been cited by state or federal OSHA for any serious or willful violation? If yes, please describe:

Bidder understands that the Owner reserves the right to reject any or all Bid Proposals and to waive any informalities or irregularities therein.

Bidder acknowledges receipt of the following Addenda (identify no. and date of each): _____

Bidder acknowledges receipt of the pre-bid conference minutes dated _____

If awarded a contract, Bidder's surety will be _____

Check

I have included a fully executed and notarized copy of the familial disclosure form set forth in Section 00410 of this Project Manual with my Bid Proposal.

Bidder accepts the provisions of the Bidding and Contract Documents and certifies that this Bid Proposal is submitted in good faith and without collusion with any other person or entity submitting a Bid Proposal for the Work. If Bidder is required to be licensed in the state where the work is performed add "Bidder certifies that it meets all licensing requirements of the state in which work is to be performed, its current license number and classification are as follows: _____ Bidder hereby affixes its authorized signature(s) representing (check one):

_____ An individual doing business as _____

_____ A partnership

_____ A limited liability company, organized in _____ (enter state)

_____ A corporation, organized in _____ (enter state)

_____ Joint venture formed between _____ and _____

_____ (Signature from authorized representatives of each partner are required)

_____ An Agent with a Current Power of Attorney must be attached to this bid form.

Signature(s): _____ Title: _____

_____ Title: _____

Legal Name of Firm: _____

Business Address: _____

Telephone Number: () _____

(All interlinear marks, alterations or erasures shall be initialed by the signer of the Bid Proposal)

END OF SECTION 00400

**SECTION 00410
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

All Vendor/Contractor(s) submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the vendor submitting a proposal and any member of the Troy School Board or the Troy School Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

The members of Troy School Board are: Nancy Philippart, Todd Miletti, Paula Fleming, Ida Edmunds, Wendy Underwood, Gary Hauff and Karl Schmidt. The Troy Schools Superintendent is Dr. Barbara Fowler.

The following are the familial relationship(s):

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Attach additional pages if necessary to disclose familial relationships.

There is no familial relationship that exists between the owner or key employee of the Vendor/Contractor(s) submitting a proposal and any member of the Troy School Board, or the Troy Schools Superintendent.

INDIVIDUAL/FIRM NAME _____

BY (SIGNATURE) _____

PRINTED NAME AND TITLE _____

Subscribed and sworn before me, this _____

Seal:

day of _____, 20 ____, a Notary Public

in and for _____ County, _____

(Signature)
NOTARY PUBLIC

My Commission expires _____

CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Troy School District’s Request For Proposal, the “RFP”, hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Company is awarded a contract by Troy School District as a result of the aforementioned RFP, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

Contractor:

Print Name of Contractor

By: _____

Its: _____

Subscribed and sworn before me, this _____

Seal:

day of _____, 20 _____, a Notary Public

in and for _____ County, _____

(Signature)
NOTARY PUBLIC

My Commission expires _____

END OF SECTION 00410

SECTION 00500 AGREEMENT

1 AGREEMENT FORM

- 1.01 The form of Agreement that will be used for Work under this Bid Package shall be AIA Document 132 Standard Form of Agreement between Owner and Contractor, CMA 2009 Edition. The above Agreement Form is included immediately behind this section.

2. GENERAL CONDITIONS OF THE CONTRACT

- 2.1. AIA 232 Document **General Conditions of the Contract for Construction, 2009 Edition** is bound within this Project Manual and is a part of the Contract Documents.

3. INSURANCE

- 3.1. The description box on the ACORD certificate must be endorsed as follows:

For Troy School District 2013 Bond Projects: Barton Malow Company, Troy School District, are added as additional insureds on the Insured's commercial general liability policy, excess liability policy, automobile liability policy, and contractor's pollution liability policy, with respect to liabilities arising out of the operations or "work" performed by or on behalf of the Insured and in accordance with all Contractor requirements for such coverage. Coverage for the additional insureds is primary and non-contributory with any other insurance available to the additional insureds, whether such other insurance is available on a primary or excess basis. Waivers of subrogation apply in accordance with Contractor requirements.

- 3.2. A sample of the Certificate of Insurance (ACORD) form at the end of this Section.

- 3.3. CM Contractor Insurance Requirements for Agency Work, PRO 15.14, shall govern this Project. A copy of these Insurance Requirements is included in this Section.

4. BOND REQUIREMENTS

4.1. PERFORMANCE BONDS AND PAYMENT BONDS

- 4.1.1. Troy School District will, require Contractor to furnish a Performance Bond and a Payment Bond, in amounts equal to the Agreement price, by a qualified surety naming both the Owner and CM as Obligees. All sureties providing bonds on this Project must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular, and/or must have an A.M. Best rating of A – VII or better. Bonds shall be duly executed by the Contractor, as principal, and by a surety that is licensed in the state in which the Work is to be performed
- 4.1.2. The Contractor shall deliver the required bonds to CM prior to execution of the Agreement. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder, at a minimum, shall submit evidence to the satisfaction of CM that such bonds will be furnished prior to commencement of on site Work. In no event may the Contractor commence on-site Work without the required bonds properly issued and delivered.
- 4.1.3. Performance Bond and Payment Bond unmodified form AIA Document or A312 (1984 Edition) must be used for this Project.
- 4.1.4. The Bidder's proposed surety must be acceptable to the Owner and CM. If, at any time, after acceptance of the Contractor's bonds, the surety fails to meet the stated criteria Contractor must, as a precondition to continuing Work and receiving further payments, replace the bonds with bonds from a surety that meets the stated criteria.
- 4.1.5. The Performance and Payment Bond penal sums (i.e., the Agreement price) must be listed as a separate line item in the schedule of values.

- 4.1.6. In the event of a Change Order, the penal sum of any required Performance and Payment Bonds shall be adjusted to equal the adjusted Contract Price. CM or Owner shall have the right to request submission of bond riders, issued by the original qualified surety, evidencing that such adjustments to the penal sum of the bonds have been accomplished. Notwithstanding the foregoing, in the next pay application after the Agreement price has been increased by twenty-five percent (25%) or more, as a condition precedent to payment, Contractor shall deliver a bond rider issued by the original qualified surety evidencing that the appropriate adjustment in penal sums has been accomplished.

END OF SECTION 00500



AIA® Document A232™ – 2009

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

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

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 **The Contract Documents.** The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, the portions of the Project Manual defined as Contract Documents therein, and 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 Notice to Proceed or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of addenda relating to bidding requirements).

In the event of any conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

Highest Priority: Modifications including Changes Orders and Notices to Proceed;

2nd Priority: Owner/Contractor Agreement;

3rd Priority: Addenda, later date to take precedence;

4th Priority: The Contract Documents (other than those mentioned above) that are included in the Project Manual Sections 0 - 2000);

5th Priority: Drawings and Technical Specifications.

In the event of a conflict among the General Conditions and Supplementary Conditions, the Supplementary Conditions shall control.

§ 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 the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

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

§ 1.1.4 **The Project.** The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other Multiple Prime Contractors and by the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

§ 1.1.7 **Instruments of Service.** Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's

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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 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 Provide. When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operation or use under the terms of the Specifications.

§ 1.1.10 Addenda. Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the Bidding Documents, including the Drawings and Specifications, by additions, deletions, clarifications or corrections.

§ 1.1.11 Knowledge. The terms "knowledge," "recognize," and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.1.12 Persistently. The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall mean any combination of acts and omissions that cause the Owner, Construction Manager, or Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum, or in substantial compliance with the requirements of the Contract Documents.

§ 1.1.13 Product(s). The term "Product(s)" as used in the Contract Documents refers to the materials, systems and equipment provided by the Contractor for use in the work of the Project.

§ 1.1.14 Warranty. The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "a legally enforceable assurance of satisfactory performance of a product or Work."

§ 1.1.15 Singular/Plural. Where materials, systems and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work.

§ 1.1.16 Project Manual. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.17. Hazardous Material: "Hazardous Material" means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.

§ 1.1.18. Permitted Material The term "Permitted Materials" as used in the Contract Documents shall mean materials that are general supplies and equipment that have a hazardous or potentially hazardous nature and are or will be used for their intended purpose and which do not pose any significant threat of contamination to the Project site or neighboring properties.

§ 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; In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes, and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement,

either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.3, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 3.2 and 3.7.

§ 1.2.1.1 On the Drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

§ 1.2.1.2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Construction Manager and Architect for resolution before proceeding with the Work.

§ 1.2.1.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Construction Manager for approval by the Architect before making the change.

§ 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. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the location of the specification or drawing information which establishes the responsibility. Thus, the Contractor shall be responsible for all Work required of him, even though that responsibility may be shown only in that portion of the documents typically pertaining to another contractor or trade.

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect, or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 Transmission of Data in Digital Form

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

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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 Article 4, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 2.2 Information and Services Required of the Owner

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. Refer to Project Manual Section 00880 – Regulatory Requirements and Section 00890 – Permits, which detail Contractor's obligations in relation to permits. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of the site utilities or existing structures prior to the opening of the Contractor's bid.

§ 2.2.3 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. Information will be furnished only to the extent it is readily available to the Owner.

§ 2.2.4 Upon written request, 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.

§ 2.2.5 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.

§ 2.2.6 The Owner shall endeavor to forward all communications to the Contractor through the Construction Manager and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents.

§ 2.3 Owner's/Construction Manager's Right to Stop the Work

1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner or Construction Manager, may order 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 or Construction Manager to stop the Work shall not give rise to a duty on the part of the Owner or Construction Manager to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in limitation of the Owner's or Construction Manager's rights under any provision of the Contract Documents.

§ 2.4 Owner's/Construction Manager'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 seventy-two (72) hour period (or such lesser period as determined by Owner or Construction Manager in its

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discretion when grounds exist to complete the neglected or defaulted Work in a shorter time period) after receipt of written notice from the Owner or Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner or Construction Manager may correct such deficiencies, without prejudice to other remedies the Owner or Construction Manager may have, and without affecting any rights of the Construction Manager or Owner as obligee under the performance and payment bonds issued for this Contract. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner through the Construction Manager. In the event the Owner/Construction Manager directs another entity to perform Work pursuant to this Section that otherwise is the obligation of the Contractor, including correction of safety violations, either at the Contractor's request or as a result of the Contractor's failure to perform such Work, that other entity shall charge the Contractor all costs for labor, material and equipment plus that other entity's administrative, profit and overhead costs. The Contractor shall pay that other entity within ten (10) days of the date of invoice. If not paid within ten (10) days, the Contractor authorizes the Owner to withhold that amount from the Contractor and to pay the same to that other entity from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

§ 3.1.2 The plural term "Multiple Prime Contractors" refers to persons or entities who perform construction under contracts with the Owner that are administered by the Construction Manager. The term does not include the Owner's own forces, including persons or entities under separate contracts not administered by the Construction Manager.

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

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

§ 3.1.5 These General Conditions refer to the relationship between the Owner and Contractor. As to the contract between the Contractor and its Subcontractors, the General Conditions shall be read as the Contractor having the position of the Owner and the Subcontractors having the position of the Contractor. The Subcontractors are bound to the Contractor just as the Contractor is bound to the Owner. The Subcontractor shall have all the rights, duties and obligations to the Contractor as the Contractor has rights, duties and obligations to the Owner. The Subcontractors shall agree to and accept the same responsibility to the Owner as the Contractor. In the event any failure of a Subcontractor causes any type of injury or loss to the Owner, direct or indirect, the Contractor shall be jointly and severally liable to the Owner for such injury in addition to any responsibility or liability of the Subcontractor.

§ 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 familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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

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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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor, any member of its organization, or any of its Subcontractors, before proceeding with the Work, as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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. Refer to Project Manual Section 01530 – Field Engineering and Layout, which details Contractor's responsibilities for field layout and verification.

§ 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 Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and 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 make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Prior to submitting its bid, the Contractor shall have studied and compared the Contract Documents and shall have reported to the Architect any error, inconsistency or omission in the Contract Documents. It will be presumed that the Contractor's bid and the Contract Sum include the cost of correcting any such error, inconsistency, or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 3.2.6 Except as to any reported errors, inconsistencies, or omissions, and to concealed or unknown conditions defined in Subparagraph 4.7.6, by submitting its bid the Contractor represents the following:

§ 3.2.6.1 The Contract Documents are sufficiently complete and detailed for the Contractor to: (1) perform the Work required to produce the results intended by the Contract Documents; and (2) comply with all the requirements of the Contract Documents.

§ 3.2.6.2 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 product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; and (3) requirements of any warranties applicable to the Work.

§ 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, unless the Contract Documents give other specific instruction concerning these matters. 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 fully and 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, the

Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. The Contractor shall ensure that Suppliers, Subcontractors, and their agents and employees, perform their Work in accordance with the Contract Documents and that all products are ordered and delivered in strict accordance with the Contract Documents and that all products are ordered and delivered in strict accordance with the Schedule. The Contractor shall coordinate its Work with that of all persons or entities on the Project site. 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. A general example is equipment above corridor ceilings where ductwork, piping, conduit, lights, etc. will be installed. A thorough coordinated plan shall be used to install the equipment, to furnish proper clearances, radii of turns, locations, pipe slopes, supporting appurtenances, and access where required. Refer to Project Manual Section 001530 – Field Engineering and Layout.

§ 3.3.2 The Contractor shall be responsible to the Construction Manager and the Owner for acts and omissions of the Contractor's employees, Subcontractors, Suppliers and their agents and employees, and any entity or other persons performing portions of the Work at any tier, directly or indirectly, under a contract with the Contractor. The Contractor shall coordinate the Work of its Subcontractors engaged in construction at the Project. Whenever interference might occur, before any Work is done at the places in question, Contractor shall consult with others and shall come to agreement with them as to the exact location and level of piping, conduits, ducts and/or other Work which might cause interference. Refer to Project Manual Section 001530 – Field Engineering and Layout.

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

§ 3.3.4 The Contractor shall be responsible for its own, its employees' and its Subcontractors' and Suppliers' workmanship and quality of materials and every part thereof or in connection therewith against risk of any and every kind (except those covered by a Builder's Risk Policy applicable to the Project) until the final acceptance of the Work by Owner.

§ 3.3.5 Within fifteen (15) days of award of Contract, each awarded Contractor shall assemble all necessary information and data concerning its supervision and construction procedures, as identified in Project Manual Section 00200 – Instructions to Bidders. Contractor shall submit updated information from the post-bid meetings as well as the following:

§ 3.3.5.1 A schedule of values in the format and detail as the Construction Manager may require.

§ 3.3.5.2 Contractor's Project Safety Program.

§ 3.3.5.3 A complete list of all items, products and layouts for which shop drawings, brochures or samples are required; a list of each Subcontractor or Supplier; the date of planned submission and time period for fabrication and delivery to the jobsite after approval of the submission. The foregoing items will be provided on forms furnished by the Construction Manager. The Contractor shall thoroughly review the Project Manual and adhere to any additional instructions with regard to Submittals.

§ 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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

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§ 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 shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other contractors and individuals associated with the Project. The Contractor shall also minimize the likelihood of any strike, work stoppage or other labor disturbance.

§ 3.4.5 If any person employed by or under the Contractor is found in the judgment of the Construction Manager or Owner to be incompetent, disorderly, unfaithful, disobedient so far as to endanger proper fulfillment of the Contract or otherwise objectionable, such person shall, if directed by the Construction Manager, be discharged immediately and not employed again on any part of the Work without any liability to Owner or Construction Manager for such discharge.

§ 3.4.6 The Contractor agrees that neither it nor its Subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, conditions or privilege or employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Contract.

§ 3.5 Warranty

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§ 3.5.1 In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- 1 The Owner will have good title to the Work, and all materials and equipment incorporated into the Work unless otherwise expressly provided in the Contract Documents, will be new;
- 2 The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- 3 The Work and all equipment incorporated into the Work will be fit for the purpose for which they are intended;
- 4 The Work and all materials and equipment incorporated into the Work will be merchantable; and
- 5 The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within seventy-two (72) hours after written notice thereof and thereafter will correct such breach to the satisfaction of the Owner; provided that if such notice is given after final payment hereunder, such seventy-two (72) hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract. This warranty is not limited by the provisions of Paragraph 12.2 or any other provision of the Contract Document.

§ 3.5.2 ALL WRITTEN WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL INCLUDE LABOR AND MATERIALS AND SHALL BE SIGNED BY THE MANUFACTURER OR SUBCONTRACTOR RESPECTIVELY, AND COUNTERSIGNED BY THE CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO THE OWNER AND DELIVERED TO THE ARCHITECT THROUGH THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or

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merely scheduled to go into effect. The Contractor shall pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and Construction Manager and hold them harmless from same.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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. Refer to Project Manual Section 00880 – Regulatory Requirements and Project Manual Section 00890 – Permits for a description of Contractor's obligations in relation to Permits.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules and regulations and lawful orders, and all other requirements of public authorities bearing on performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all approvals for street closing, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, 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, Construction Manager, and Contractor in writing, stating the reasons. If the Contractor disputes the determination or recommendation, the Contractor shall proceed as provided in Article 15. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's prior inspections, tests, reviews, and preconstruction services for the Project, or inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project in the exercise of the care and skill required of the Contractor by the Contract Documents.

§ 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, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until

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otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within a reasonable amount of time to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's/Construction Manager's consent, except with another superintendent who is satisfactory to the Owner/Construction Manager. The Contractor shall maintain order and discipline among all workers involved in the Project at all times. The superintendent shall be present at the Project site at all times when Work is performed by the Contractor or its Subcontractors.

§ 3.10 Contractor's Construction Schedules

§ 3.10.1 The Contractor, promptly, and within the time set forth in Project Manual Section 00230 – Schedule and Phasing, after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule, and within the time set forth in Project Manual Section 00230 – Schedule and Phasing, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces. Refer to Project Manual Section 00230 – Schedule and Phasing.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract

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Sum or extension of Contract Time based on the time required for review of submittals. Refer to Project Manual 01330 – Submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule. Refer to Project Manual Section 00230 – Schedule and Phasing.

§ 3.10.4 In the event the Construction Manager or Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures (referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Construction Manager or Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the schedule. Failure to order Extraordinary Measures shall not excuse late completion.

§ 3.10.4.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Construction Manager or Owner under or pursuant to this Subparagraph 3.10.4.

§ 3.10.4.2 The Construction Manager or Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Construction Manager or Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5 The Construction Manager or Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operations of other contractors or of the Owner's premises or any of the Owner's tenants or invitees. The Contractor shall, upon the Construction Manager's or Owner's request, schedule any portion of the Work affecting other contractors or other operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Paragraph 8.3, and an equitable adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling or postponement is required for the convenience of the Owner.

§ 3.10.6 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Contractor shall advise the Construction Manager on a current basis of all changes in the Work made during construction. Refer to Project Manual Section 01320 – Communications, Section 01700 – Contract Close Out, and Section 01720 – Project Record Documents.

§ 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.

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§ 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. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing 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 the way by which 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 and Construction Manager is subject to the limitations of Sections 4.2.9 through 4.2.11. Informational submittals upon which the Construction Manager and Architect are 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 Construction Manager or Architect without action.

§ 3.12.5 Within seven (7) days after award of Contract, the Contractor shall submit to Construction Manager a submittal register as set forth in Project Manual, Section 01330 – Submittals. The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager, and in a manner calculated to cause no delay in Contractor's Work or the Work of Owner or other contractors, Shop Drawings, Product Data, Samples, brochures and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner, Construction Manager, 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 reviewed and 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 requirements of the Contract Documents by the Construction Manager's or Architect's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and 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 Construction Manager's or Architect's review or 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 Construction Manager and 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. If professional design services or

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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 cause such services or certifications to be provided by a properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. Refer to Project Manual Section 01330 – Submittals and Architect's technical specifications for specific instructions regarding Contractor's submittal requirements.

§ 3.13 Use of Site

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

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.13.3 Only materials and equipment that are to be used directly in the Work shall be brought 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 Contractor's responsibility.

§ 3.13.4 The Contractor and any entity the Contractor is responsible for shall not erect any sign on the Project site without the Owner's prior written consent, which may be withheld in the Owner's sole discretion.

§ 3.13.5 The 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 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. Without limitation of any other provision of the Contract Documents, the Contractor shall minimize any interference with the occupancy or beneficial use of any areas in buildings adjacent to the site of the Work or the premises in the event of partial occupancy, as more specifically described in Paragraph 9.9.

§ 3.13.6 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 comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the Construction Manager and 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. The Contractor's notice shall set forth the specific issues with such compliance and suggest alternatives under which the same results intended by the rules and regulations may be achieved. The Owner may in such a circumstance, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements 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. Refer to Project Manual Section 01140 – Use of Premises, for a complete description of Contractor's obligations regarding use of the site.

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§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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's own forces or of other Multiple Prime Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner's own forces or by other Multiple Prime Contractors except with written consent of the Construction Manager, Owner and such other Multiple Prime Contractors; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the other Multiple Prime Contractors or the Owner the Contractor's consent to cutting or otherwise altering the Work.

§ 3.14.3 See Project Manual Section 01540 as well as technical specifications for further requirements.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove 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, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor. Refer to Project Manual Section 01550 – Cleaning Up and Final Cleaning.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall indemnify, defend and hold harmless the Owner, Construction Manager and Architect from any and all cost, damage and loss on account thereof, including but not limited to actual attorney's fees, but shall not be responsible for such 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, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager. The review by the Owner, Construction Manager or Architect of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy in the Work and shall not be an approval for the use thereof by the Contractor in violation of any patent or other rights of any third person.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Architect and Construction Manager, and their respective agents, representatives, employees, officers, directors, affiliates, and successors (collectively, "Indemnitees") from and against any and all claims, demands, liabilities, causes of action, costs and expenses, or other dispute resolution expenses, including attorney fees and litigation expenses (collectively "Indemnification Claims"), involving:

- (a) Personal injury or death of any person;
- (b) Property damage (including loss of use);
- (c) The breach of any provision in the Owner – Contractor Agreement or Contract;
- (d) Money or other claims by subcontractors, suppliers, their employees or any entity involved in the Work at any tier;
- (e) Any contractual duty of an Indemnitee to indemnify another person; or
- (f) The enforcement by an Indemnitee of its rights under this provision;

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but only if such Indemnification Claims arise from or related directly or indirectly to the Work under the Contract by, or the acts of omissions of: (i) the Contractor; (ii) its Subcontractors, Vendors or Suppliers at any tier, or (iii) any persons for whom any of them are responsible, including their employees, agents, officers or representatives. In any event, the obligations contained in Subparagraph 3.18.1 shall not apply to an Indemnification Claim resulting from the sole negligence of an Indemnitee.

§ 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 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.

§ 3.18.3 In the event that any claim is made or asserted, or lawsuit filed for damages or injury arising out of or resulting from the performance of the Work, whether or not the Owner, Architect or Construction Manager is named as a party, the Contractor shall immediately advise the Owner, Architect and Construction Manager, in writing, of such claim or lawsuit, and shall provide a full and complete copy of any documents or pleadings relating thereto, as well as a full and accurate report of the facts involved.

§ 3.18.4 An Indemnitee, at its option, may select counsel to defend any claim, cause of action or lawsuit brought against it without impairing any obligation of Contractor to provide indemnification.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 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.

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Contract and is referred to throughout the Contract Documents as if singular in number. All instructions to the Contractor shall be forwarded through the Construction Manager.

§ 4.1.2.1 The Construction Manager shall act as the Owner's agent for purposes of administering and enforcing the Contract.

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

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or architect.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and 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. 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 report to the Owner and Construction Manager (1) known deviations from the Contract Documents and from the most recent Project schedule prepared by the Construction Manager, and (2) defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Multiple Prime Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager and Architect will not have control over, or charge of, 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, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Architect, the Owner and the Construction Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Owner, Architect and the Construction Manager may perform their functions under the Contract Documents.

§ 4.2.6 **Communications Facilitating Contract Administration.** Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with other Multiple Prime Contractors shall be through the Construction Manager and shall be contemporaneously provided to the Architect if those communications are about matters arising out of or related to the Contract Documents. Communications by and with the Owner's own forces shall be through the Owner.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of known defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data and Samples. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed them for conformance with the submittal requirements of Contract Documents. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

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§ 4.2.10 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. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and 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 or any other obligations set forth in the Contract. The Construction Manager and Architect's review shall not constitute approval of safety precautions, 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and Notices to Proceed.

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or Notices to Proceed in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.14 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.15 The Construction Manager will assist the Architect in conducting inspections to determine the dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.16 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

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

§ 4.2.19 The Owner's interpretations on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. The Architect's response to each request will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors. The term "Subcontractor" shall also include material and equipment suppliers, which may also be called "Supplier". Each and every Subcontractor shall be understood to have named the Owner and Construction Manager as a third party beneficiary to its subcontract with Contractor and the Owner and Construction Manager shall enjoy all third party beneficiary rights permitted by law.

§ 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 Within seven (7) days after award of the Contract, the Contractor shall submit in writing to the Construction Manager, for review by the Owner, Architect and Construction Manager, (1) the name, trade and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) and, where applicable, the name of the installing Subcontractor. The Construction Manager will promptly reply to the Contractor in writing stating whether or not the Owner, Construction Manager or Architect, after due investigation, has reasonable objection to any such proposed person or entity.

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

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. The Contract Sum shall be amended by either of the following at the Owner's sole discretion: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Construction Manager; or (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and Construction Manager exceeds the amount set forth in the Schedule of Values that is applicable to the Work covered by such subcontract. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner, the Architect and the Construction Manager of any proposed Subcontractor substitution a minimum of 10 (ten) days prior to such proposed change.

§ 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 responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

§ 5.4.2 If the Work in connection with a subcontract has been suspended for more than thirty (30) days after termination of the Contract by the Owner pursuant to Paragraph 14.2 or Paragraph 14.4 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for any increase in direct documented costs necessarily incurred by such subcontractor as a result of the suspension. In no event will such an adjustment include any consequential damages or indirect costs such as extended home office overhead or lost profit.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity.

§ 5.5 Contractor and Subcontractors' Warranty Acknowledgement. The Contractor shall execute and deliver to the Owner, and shall cause anyone giving warranties that is contractually bound to the Contractor to execute and deliver to the Owner, the following Warranty Acknowledgement before a Certificate of Final Completion is issued:

Warranty Acknowledgement

(Name of Subcontractor)("Subcontractor") warrants that all of its Work complies with requirements of the Contract Documents. If, within the time period Contractor is responsible for warranties under the Contract Documents, any of Subcontractor's Work is found to be not in accordance with the requirements of the Contract Documents, Subcontractor shall correct the Work and its sole expense promptly after receipt of written notice from the Owner.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY OTHER CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which may include persons or entities under separate contracts not administered by the Construction Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents and any time extension or adjustment in Contract Sum will be governed by the applicable provisions of the Contract. The Contractor shall be responsible for coordination the Work with the work of the other Contractors, including the Owner's own forces or separate contractors, so as to complete the Work in accordance with the Project time schedule.

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§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces including persons or entities under separate contracts not administered by the Construction Manager, the Owner shall provide for coordination of such forces with the Work of the Contractor, who shall cooperate with them.

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

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Construction Manager and other Multiple Prime 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's own forces or other Multiple Prime Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager and Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's own forces or other Multiple Prime Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed activities or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor causes to completed or partially completed construction or to property of the Owner, Construction Manager, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5. Should a claim be made that the Contractor wrongfully delayed or caused damage to the Work or property of another contractor, the Contractor shall promptly settle the dispute with such other contractor. If a separate contractor sues the Construction Manager or Owner on account of any delay or damage alleged to have been caused by the Contractor, the Construction Manager will notify the Contractor who shall defend such proceedings at the Contractor's sole expense. If any judgment or award against the Construction Manager or Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Construction Manager or Owner for all costs, including attorney's fees and court costs which either may have incurred.

§ 6.2.5 The other Multiple Prime Contractors 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, other Contractors and the Construction Manager and/or the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.15, the Owner or Construction Manager may clean up and allocate the cost among those responsible as the Construction Manager, in consultation with the Architect, determines to be just. The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same. Refer to Project Manual Section 01550 – Clean Up and Final Cleaning.

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, Notice to Proceed, written contract amendment, or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Refer to Project Manual Section 01250 – Changes in the Work.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Change Order, Notice to Proceed or order for a minor change in the Work. Except as permitted in paragraph 7.3, an increase in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or for a change in any time period provided for in the Contract Documents.

§ 7.2 Change Orders

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

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

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change. Any impact such change may have on the unchanged Work, including but not limited to claims for acceleration, stacking, inefficiency, ripple effect, disruption, compression, interference, delay and cumulative impact, and any and all adjustments to the Contract Sum and the Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 7.3 Notice To Proceed

§ 7.3.1 A Notice to Proceed is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager 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 Notice to Proceed, 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 Notice to Proceed shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Notice to Proceed 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 7.3.7.

However, the contract time shall be adjusted only if the Contractor demonstrates to the Owner and Construction Manager that the changes in the Work required by the Notice to Proceed adversely affect the critical path of the Work.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Notice to Proceed so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Notice to Proceed, the Contractor shall promptly proceed with the change in the Work involved

§ 7.3.6 A Notice to Proceed 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.

(Paragraphs deleted)

§ 7.4 Minor Changes in the Work

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order issued through the Construction Manager and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. All Work shall be completed in sufficient time to allow for clean-up and preparation for Owner move-in prior to the date of Substantial Completion of the Work.

§ 8.2.4 Without altering the applicability and obligations of Section 8.2.3, the Contractor shall prosecute the Work undertaken in a prompt and diligent manner wherever such Work, or any part of it, becomes available, or at such other times as the Owner and/or Construction Manager may direct so as to promote the general progress of the entire construction. The Contractor shall not, by delay or otherwise, interfere with or hinder the Work of any other contractor, the Owner, Construction Manager or the Architect. Any supplies, materials, tools and/or equipment that are to be furnished by the Contractor hereunder shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided for herein. If the Contractor, through its negligence or failure, including the negligence or failure of its Subcontractors or suppliers, thus to furnish the necessary labor and/or supplies, materials, tools and/or equipment to meet construction needs in accordance with the established Schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the Work up to the proper schedule. In the event the Contractor fails to take such action necessary to bring its part of the Work up to schedule within twenty-four hours of receiving notice from the Owner or Construction Manager, then the Owner, at its sole option, may supplement the Contractor's forces, materials and/or equipment or remove the Contractor from the Project, and the Owner may complete part or all of the remainder of the Contractor's Work, either utilizing in the Owner's sole discretion its own forces, new contractors chosen by the Owner or any Subcontractor or supplier of the Contractor, which may include fixed price supplemental work time and materials supplemental work, or any combination thereof, which in Owner's sole discretion will most quickly and completely cure the failure of the Contractor. The Contractor shall be responsible for any and all costs of

performing or completing the Work that are incurred by the Owner or any Contractor, Subcontractor, Supplier, or other entity on the Owner's behalf. The Contractor shall pay the Owner for such costs within ten (10) days of the date of demand. If not paid within ten (10) days, the amount will be withheld from the Contractor and paid to the Owner from the next payment due the Contractor under the Contract. Exercise of such rights shall in no way limit or jeopardize the Owner's right to any other remedy, including but not limited to, a claim against the Performance Bond of the Contractor.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner's own forces, Construction Manager, Architect, any of the other Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending litigation, or by other causes which the Construction Manager determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused, or could not have been anticipated or prevented by the Contractor, could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and is of a duration not less than one (1) day.

§ 8.3.2 Any claim for extension of time shall be made in writing to the Construction Manager in the manner and time specified by Paragraph 4.7; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide a written estimate of the probable effect of such delay on the progress of the Work.

§ 8.3.3 Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Subparagraph 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 acceleration; or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by the Owner's 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 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 costs, 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 active interference with the Contractor's performance of the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.2 Schedule of Values

The Contractor shall submit to the Construction Manager, within seven (7) days after award of contract, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or

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Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. See Project Manual Section 01290 – Payment Procedures for Contractor's obligations in relation to Applications for Payment.

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

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

§ 9.3.1.3 The Contractor shall provide supporting data substantiating the Contractor's right to payment as the Owner, Architect and Construction Manager may require.

§ 9.3.2 Payment will not be made on account of materials or equipment stored on or off site unless the requirements set forth in Project Manual Section 01290 regarding materials stored off site are met to the satisfaction of Construction Manager and Owner.

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

§ 9.3.3.1 The Contractor further expressly undertakes to defend, indemnify and hold harmless the Indemnitees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Indemnitees as a result of Liens filed against the Work, the site of the Work, the Project site and any improvements on it, payments due the Contractor, or any portion of the property of any of the Indemnitees. The Contractor agrees to defend, indemnify and hold the Indemnitees harmless from and against any such Liens and agrees to pay any judgment resulting from any such actions, lawsuits, or proceedings.

§ 9.3.3.2 The Owner shall release any payments withheld due to a Lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (1) issued by a surety acceptable to the Owner that is licensed and admitted in the state; (2) in form and substance satisfactory to the Owner; and (3) in an amount not less than One Hundred Fifty Percent (150%) of such Lien. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Paragraph 9.3, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the Contractor's responsibility and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.3.3.3 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed Lien by making payment to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse Owner, upon demand, for any payments so made.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, after the receipt of the Project Application for Payment with the recommendations of the Construction Manager, review the Project Application for Payment and will either issue a Project Certificate for Payment to the Owner with a copy to the Construction Manager for such amounts as the Architect determines are properly due, or notify the Construction Manager and Owner in writing of the reasons for withholding a Certificate as provided in Subparagraph 9.5.1. Such notifications will be forwarded to the Contractor by the Construction Manager.

§ 9.4.2 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will constitute representations made separately by the Construction Manager and Architect to the Owner, based on their 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 Construction Manager's and 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 Construction Manager or Architect. The issuance of a separate Certificate for Payment or a Project 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 or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 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.

(Paragraphs deleted)

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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, Construction Manager 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 or any other default or breach under the Contract Documents.

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

§ 9.5.3 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers 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 Construction Manager and both will reflect such payment on the next Certificate for Payment.

§ 9.5.4 Should the Subcontractor be in debt to the Owner for any reason, whether in connection with this Contract or a separate contract on this, or another Project, then Owner shall have the right to apply funds from this Contract against the debt owed.

§ 9.5.5 If the Contractor disputes any determination by the Owner, Architect, or Construction Manager with regard to any Certificate for Payment, the Contractor shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Contractor's performance of the Work.

§ 9.6 Progress Payments

§ 9.6.1 The Owner shall either forward payments for the preceding month's Work to the Contractor directly, or forward payments for the preceding month's Work to the Construction Manager for distribution to Contractors. As agent of the Owner, Construction Manager shall forward payment to Contractor following verification of Owner's disbursement checks.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner or Construction Manager 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 Construction Manager, on request, and in the Construction Manager's discretion, may furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. However, if either Owner, Construction Manager or Architect has cause for concern of whether all payments have been made or will be made as required to subcontractors, laborers or suppliers or creditors of the Subcontractor, Owner, Construction Manager or Architect, in their sole discretion, and without limiting other remedies, after seventy-two (72) hours notice to Contractor, have the right to issue payments either by joint check, payable to both Contractor and the subcontractor, laborer, supplier or creditor, or directly to the subcontractor, laborer, supplier or creditor. Such payments shall be applied against the Contract Sum to the same extent as if the payment were made solely to the Contractor. The Owner's, Construction Manager's or Architect's rights to issue joint checks or direct payments shall in no event create an obligation on the part of the Owner, Construction Manager or Architect to exercise this right on behalf of a subcontractor, laborer, supplier or creditor.

§ 9.6.5 Contractor payments to material and equipment 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 Payments received by the Contractor for Work properly performed by Subcontractors and 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.

§ 9.6.8 Subject to applicable law, if a petition in bankruptcy or any other arrangement or proceeding regarding insolvency, assignment for the benefit of creditors, trust, chattel mortgage, or similar state or federal proceeding, whether voluntary or involuntary, shall be filed with respect to the Contractor, the Owner may withhold the final balance, or any other payments, whether or not an application for progress payment has been properly filed, until expiration of the period of any guarantee or warranties required for the contractor, and the Owner may pay out such funds the amount necessary to satisfy any claims or costs that otherwise would have been covered by such guarantee or warranties.

§ 9.7 Failure of Payment

§ 9.7.1 If the Construction Manager should fail to issue recommendations within fourteen (14) days of receipt of the Contractor's Application for Payment, or if, through no fault of the Contractor, the Architect does not issue a Project Certificate for Payment within fourteen (14) days after the Architect's receipt of the Project Application for Payment, or if the Owner does not pay the Contractor within fourteen (14) days after the date established in the Contract Documents any amount certified by the Architect or awarded by litigation, then the Contractor may, upon

fourteen (14) additional days' written notice to the Owner, the Architect and the Construction Manager, stop Work until payment of the amount owing has been received. The Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

§ 9.8 Substantial Completion

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect through the Construction Manager a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. 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. Upon receipt of the list, the Architect, assisted by the Construction Manager, 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 list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit through the Construction Manager a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. In no case shall the Contractor's final completion of the Work and contract closeout (see Project Manual Section 01700 - Contract Closeout) exceed sixty (60) days from the date of issuance of the Certificate of Substantial Completion. In the event Contractor fails to complete the Work within the sixty (60) day period, the Owner may, in addition to all of its other rights and remedies under the Contract and at law and/or equity, complete the Contractor's Work at the sole expense of Contractor. Owner shall be entitled to deduct from the final payment all costs and expenses incurred in completing the Work, including additional Construction Management and Architecture fees and costs. In the event the costs exceed the amounts being withheld by Owner for final payment, the Contractor or its surety shall make the excess payment within five (5) days of demand by the Owner.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, 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 list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit, through the Construction Manager, a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner reserves the right to occupy the whole or any portion of the premises at any time prior to completion of the Work provided such occupancy or use is consented to by the insurer as required under Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Work. It is understood and agreed that the right to use the premises is part of the Contract and the Contractor has taken this possibility into account when preparing its bid, and that the Contractor shall proceed with the Work in such a manner as may be directed and shall cooperate with the Owner to limit interruptions to the Owner's routine operations. 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, through the Construction Manager, 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 after consultation with the Construction Manager.

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

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

§ 9.9.4 Any agreement as to the acceptance of non-conforming Work not complying with the requirements of the Contract Documents, shall be in writing in the form of a Change Order, acceptable to the Owner's authorized representative and signed by all parties.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of 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 Construction Manager's and Architect's final Certificate for Payment or Project 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 and specified closeout documents required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Construction Manager as part of the final Application for Payment (Refer to Project Manual Section 01700 – Contract Closeout, Section 01720 – Project

Record Documents, Section 01730 – Operations and Maintenance Data, Section 01740 – Warranties and Guarantees, and Section 01750 – Systems Demonstration, Training and Start Up). The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees and other specified closeout documentation have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or Construction Manager 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner or Construction Manager, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or Construction Manager. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner and Construction Manager to indemnify the Owner and Construction Manager against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner and/or Construction Manager all money that the Owner and/or Construction Manager may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, (6) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Architect and the Owner, (7) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (8) a general release executed by the Contractor on a form provided by the Construction Manager.

§ 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 Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed 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 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 through the Construction Manager 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;
- .4 Owner's claims arising after payment;
- .5 claims for indemnification; or
- .6 claims about which the Owner has previously given notice to the Contractor.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or Supplier shall constitute a waiver of all claims by that payee against Owner, Architect, and Construction Manager except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. If Contractor fails to submit a final Application for Payment or a final conditional waiver within a reasonable time after request by Construction Manager, and in no event later than sixty (60) days after the issuance of the Certificate of Substantial Completion, the Owner and Construction Manager may unilaterally determine the balance due to the Contractor and the Contractor shall be bound by such determination.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to control over or charge of the acts or omissions of the Contractors, Subcontractors, Suppliers, agents or employees of the Contractors or Subcontractors or Suppliers, or any other persons performing portions of the Work, as these obligations are the sole responsibility of the Contractor. Contractor shall be responsible for payment of all fines levied against Owner, Architect or Construction Manager and all costs (including attorney's fees and litigation/dispute resolution costs) incurred as a result of such fines arising from or relating to conduct of Contractor's Work.

§ 10.2 Safety of Persons and Property

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

- .1 all employees involved in the Project and all 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 or the Contractor's Subcontractors or Sub-subcontractors;
- .3 other property at the site or adjacent thereto, such as, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction or operations by the Owner, Construction Manager, or other Contractors.

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

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, all necessary or appropriate safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property and improvements adjacent to the Project. Any damages to such property or improvements shall be promptly repaired by the Contractor. Without limiting the indemnity provisions elsewhere in the Contract Documents, the Contractor shall defend, indemnify and hold harmless the Owner and Construction Manager from and against any and all actions or damages arising out of or resulting from damage to such property or improvements.

§ 10.2.4 Use of explosives is not permitted. When use or storage of hazardous substances or equipment, or unusual construction methods are necessary, Contractor shall give Owner, Construction Manager and Architect reasonable advanced notice. When driving or removing piles, wrecking, performing excavation work or other similar potentially dangerous work, the Contractor shall provide protection and exercise utmost care, under supervision of properly qualified personnel, so as not to endanger life or property. Contractor is fully responsible for any and all damages, claims and for defense of all actions against Owner, Construction Manager and Architect resulting from prosecution of such work in connection with or arising out of the Contract.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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 Construction Manager.

§ 10.2.7 The Contractor shall not load or permit any part of the structure or site to be loaded with a weight that will endanger the structural integrity of the structure or site or the safety of workmen or any other persons on or about the

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Work. When required law or for the safety of the Work, the Contractor shall shore up, brace, underpin, and protect foundations and other portion or existing structures that re in any way affected by the Work. Before commencement of any part of the Work, the Contractor shall serve any and all notices required to be given to adjoining land and/or property owners or other parties.

§ 10.2.8 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 by any cause.

(Paragraph deleted)

§ 10.2.9 The Contractor shall promptly report by telephone and in writing to the Owner, Construction Manager and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and observations of any witnesses. See Project Manual Section 00810 – Safety Program

§ 10.2.10 Injury or Damage to Person or Property

If Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts the Owner is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the Owner 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. The Contractor's failure to do so shall be an irrevocable waiver of any claim against the Owner arising out of such injury or damage. Injury or damage to persons or property suffered by the Owner because of an act or omission of the Contractor or others for whose acts the Contractor is legally responsible shall be subject to the limitations provisions established by Michigan law. § 10.3

Hazardous Materials

§ 10.3.1 In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), or any other hazardous material, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Construction Manager and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos, polychlorinated biphenyl (PCB) or any other material deemed a Hazardous Material, and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or any other Hazardous Material, or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which litigation has not been demanded, or by litigation under Article 4. The term "rendered harmless" shall be interpreted to mean that levels of asbestos, polychlorinated biphenyls, and other Hazardous Materials are less than any applicable exposure standards set forth in OSHA regulations or other applicable state regulations. In no event, however, shall the Owner, Construction Manager or Architect have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any Supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic. Refer to Project Manual Section 00840 – Hazardous Materials.

(Paragraphs deleted)

§ 10.3.2 The Contractor shall not, nor shall it permit any member of the construction team to bring on, keep, store, use, release or dispose of any hazardous or potentially Hazardous material on, in or about the Project site except Permitted Materials and as required by section 10.3.8., subject to the requirements of §10.3.9.

§ 10.3.3 The Contractor shall cause the presence, use, storage and/or disposal of Permitted Materials by any member of the construction team to be in strict (not substantial) compliance in every respect with all applicable laws and shall promptly notify the Owner if any amount of Permitted Materials or any other Hazardous Materials are released on the Project site at any time in a quantity that would have to be reported or remediated under any applicable laws.

. I the Contractor shall at its expense, without recovery from the Owner, under the Contract Sum or otherwise, fully and promptly remediate each and every release of Permitted Materials and any other Hazardous Materials in full compliance with all applicable laws, to the most stringent standards available under all applicable laws, and in cooperation with the Owner, except to the extent of contamination (i) that existed before Work began at the Project site and neither the Contractor nor any other member of the construction team has exacerbated such preexisting contamination after recognizing the presence and general location of such contamination, or (ii) was caused directly by the Owner, the Architect, a separate contractor of the Owner who is not a member of the construction team, or any third party. The Contractor shall be responsible if and to the extent, after recognizing the presence and general

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location of Hazardous Materials that were preexisting at the site, or after it should have recognized such presence and general location, it exacerbates such contamination.

§ 10.3.4 The Contractor shall at its expense, without recovery from the Owner, under the Contract Sum or otherwise, be solely responsible to the Indemnitees for and shall defend, indemnify and hold harmless the Indemnitees and the Project site from and against all claims, damages costs, fines, judgments and liabilities, including attorneys fees and costs, arising out of or in connection with the generation, release, transportation, storage, use, disposal or presence of Permitted Materials or Hazardous Materials at the Project site by or due to any member of the construction team or for any noncompliance with section 10.3 by any member of the construction team. The indemnity in the previous sentence and in section 10.3.4 does not include claims, damages, costs, fines, judgments or liabilities, to the extent they arise from (i) contamination that existed before Work began at the Project site which was not exacerbated by the Contractor or any member of the construction team (after it recognized or should have recognized the presence and general location of such contamination) or (ii) contamination that was caused directly by the Owner, the Architect, a separate contractor of the Owner who is not a member of the construction team, or any third party.

§ 10.3.5 The Contractor's responsibility under the foregoing indemnification shall include any and all governmentally mandated removal and/or clean up of any such Permitted Materials or Hazardous Materials.

§ 10.3.6 If the Contractor shall receive any notice, whether oral or written, of any inquiry, test, investigation, enforcement proceeding, environmental audit or the like by or against the Contractor, any member of the construction team, or the Work with regard to any permitted or Hazardous Materials at or emanating from the Project site, the Contractor shall immediately notify the Owner, Construction Manager and Architect.

§ 10.3.7 If any member of the construction team encounters on the Project site material, which it believes is a Hazardous Material in any form (other than Permitted Materials being used in an appropriate manner or asbestos, asbestos containing materials or polychlorinated biphenyl (PCBs) which have been rendered harmless), the Contractor shall (i) immediately stop Work in the area affected, (ii) report the condition to the Owner, Construction Manager and Architect as expeditiously as possible, and (iii) clear all persons from the area of exposure. The Work in the affected area shall not be resumed until the Hazardous Material has been removed or rendered harmless as evidenced by written agreement of the Owner and the Contractor. The term 'rendered harmless' shall be interpreted to mean that the levels are less than any applicable exposure standards set forth in OSHA regulations or other applicable state regulations and all applicable laws. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by any member of the construction team. Except for the Permitted Materials, no member of the construction team shall use any fill or other materials to be incorporated into the Work, which are Hazardous Materials, toxic or comprised of any items that are Hazardous Materials or toxic.

§ 10.3.8 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, Architect, Contractor, Subcontractors, and agents, officers, directors, affiliates and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees and litigation costs, arising out of or resulting from performance of the Work in an area affected by Hazardous Materials (excluding Permitted Materials and other Hazardous Materials brought to the site by the Contractor or persons for whom it is responsible and excluding all claims, damages, losses and expenses, including but not limited to attorney fees and litigation costs, arising out of or resulting from any exacerbation of preexisting contamination after the Contractor recognized or should have recognized the presence or general location of such preexisting contamination), if (i) in fact, the material presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent that such damage, loss or expense is not due to the negligence of the person seeking indemnity.

§ 10.3.9 The Contractor shall not be required to cause performance without its consent any Work relating to asbestos or PCB or other Hazardous Materials, except as otherwise required under this section 10.3. The Contractor agrees to excavate and stockpile on site soils with levels of contamination such that it can be safely and lawfully handled without special protective equipment if the Owner so requests. In such a circumstance, the Contractor shall comply with all applicable laws, shall be fully responsible for any non-compliance with all applicable laws, and shall indemnify, defend and hold harmless the Owner, Architect and Construction Manager for any and all claims damages, losses and expenses, including but not limited to attorney fees and litigation costs, arising from

Contractor's failure to comply with applicable laws.

§ 10.3.10 The Contractor shall take care to minimize the use of any Hazardous Materials to the extent consistent with the orderly conduct of the Work. To the maximum extent practical, the Contractor shall cause Permitted Materials which contain Hazardous Materials (and any explosive materials which are not Hazardous Materials) to be stored off the Project site and off Owner's premises. Except for Permitted Materials, all Hazardous Materials used, stored or generated at the Project site by the construction team shall be used, stored, transported and disposed of in strict (not substantial) conformity with applicable laws, codes, rules, regulations, guidelines and orders of governmental authorities having jurisdiction. The Contractor shall maintain — and provide promptly to Owner upon demand — appropriate and complete documentation evidencing the Contractor's compliance with all such laws, codes, rules, regulations, guidelines and orders.

The Contractor shall not permit inclusion of asbestos, polychlorinated biphenyls or urea formaldehyde in any construction materials. The Contractor shall be responsible for the removal and cleanup of all Hazardous Materials and wastes brought to the Project site or generated at the pProject site by any member of the construction team. The Contractor shall indemnify and defend the Indemnitees against and hold them harmless from all claims, suits, damages, losses, fines, penalties, costs and expenses, including attorneys' fees and litigation expenses, arising from or in connection with or otherwise relating to, the use, generation, storage, release, transporting and disposal of any Hazardous Materials or waste in connection with the Work excluding such items as are Owner's responsibility as set forth in § 10.3.8.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Liability Insurance

§ 11.1.1

(Paragraphs deleted)

Reference Project Manual Section 00500 – Insurance for the insurance provisions applicable to Contractor under this Contract.

(Paragraphs deleted)

§ 11.2 Owner's Liability Insurance

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

§ 11.3 Property Insurance

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Architect's, Contractor's, and Construction Manager's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to

commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, unless the loss was caused Contractor or a party for whom the Contractor is responsible, in which case Contractor shall be responsible for the applicable deductibles.

§ 11.3.1.4 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

(Paragraph deleted)

§ 11.3.2 **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; this insurance shall include interests of the Owner, Construction Manager, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 **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.

§ 11.3.4 The Owner, Architect and Construction Manager, "Barton Malow Company", shall be named as an additional insured on all property and liability policies. Refer to Project Manual 00500 – Insurance.

§ 11.3.5 Before an exposure to loss may occur, the Owner shall file with the Construction Manager a copy of each policy that includes insurance coverages required by this Section 11.3. 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.

§ 11.3.6 **Waivers of Subrogation.** Reference Project Manual Section 00500 – Insurance for the insurance provisions applicable to Contractor under this Contract. § 11.3.7 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary, through the Construction Manager, and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

(Paragraph deleted)

§ 11.3.8 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.9 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such

objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

(Paragraph deleted)

§ 11.4 Performance Bond and Payment Bond

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Bonds shall be executed by a responsible surety licensed and admitted in the state where Work is located, listed in the latest version of the Department of the Treasury's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," with the bond amount less than or equal to the underwriting limitation; and with an AM Best's rating of no less than A- VII or better. Bonds shall meet all other requirements set forth in Section 0500 – Bonds - of the Project Manual.

§ 11.4.2 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.

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 Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their observation and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered which the Construction Manager or Architect has not specifically requested to observe prior to its being covered, the Construction Manager or 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or one of the other Contractors in which event the Owner shall be responsible for payment of such costs.

§ 12.2 Correction of Work

§ 12.2.1 Before or After Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If any portion of the Work is determined by the Owner, Construction Manager or Architect, either during performance of the Work or during any applicable warranty period, to be defective or not in compliance with the requirements therefor, the Construction Manager or Owner shall notify the Contractor in writing that such Work is rejected. Thereupon, the Contractor shall immediately replace and/or correct such Work by making the same comply strictly with all the requirements therefor. The Contractor shall bear all costs of correcting such rejected Work, including work of other Subcontractors and including compensation for the Architect's and Construction Manager's additional services and any delay or related damaged to the Owner made necessary thereby. The Construction Manager shall have the right to charge the Contractor for any compensation payable for the Architect's or Construction Manager's additional services required by the Contractor's rejected Work and deduct the payment from the next payment due the Contractor.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an 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 written notice from the Owner or Construction Manager to do so unless the

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Owner or Construction Manager 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, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.4., without affecting the surety(ies) obligations under the Bonds. Refer to the Project Manual Section 01740 – Warranties and Guarantees.

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

§ 12.2.2.3 The one-year period for correction of Work shall 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, whether completed or partially completed, of the Owner or separate contractors or other Multiple Prime Contractors 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.

§ 12.2.6 Unless the Owner authorizes otherwise, Substantial Completion shall not commence the correction period for any equipment or systems that:

- .1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the Owner has not accepted as substantially complete); or
- .2 Are not accepted by the Owner

§ 12.2.7 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a material breach, and the Owner may terminate the Contract. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense and the Contract Sum may be adjusted by backcharge accordingly. The Contractor shall promptly notify the Construction Manager in writing when Work deficiencies and/or punch list items are completed. If upon review of the Work by the Construction Manager, after such notification by the Contractor, Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner for any costs incurred by the Owner, plus ten percent (10%) overhead and profit, as well as the Construction Manager's and Architect's fees for reinspections of 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. The acceptance of nonconforming Work by the Owner shall be by written Change Order signed by the Owner's authorized representative. Acceptance of nonconforming Work may only occur pursuant to such written Change Order.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract as a whole or part without written consent of the Owner. If Contractor attempts to make such an assignment without such consent, it and its surety(ies) 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. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 Written Notice

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 national overnight courier service providing a tracking system and proof of delivery to the last business address known to the party giving notice. Owner or Construction Manager as Owner's Agent, may, at their option, serve notice on the Contractor by faxing a copy of the notice to the Contractor at its last known facsimile number and subsequently mailing the notice to the Contractor's last known business address.

§ 13.4 Rights and Remedies

§ 13.4.1 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.

§ 13.4.2 No action or failure to act by the Owner, Construction Manager, 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 in writing.

§ 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and 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.

§ 13.5.2 If the Construction Manager, Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Construction Manager and 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 Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents or applicable law, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and

compensation for the Construction Manager's and Architect's services and expenses. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in its scheduling and performance of the Work, and the cost of testing services required for the convenience of the Contractor in its 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.

§ 13.5.4 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 Construction Manager for transmittal to the Architect.

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

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

§ 13.6 Interest

Payments due and unpaid under the Contract Documents shall not bear interest

§ 13.7 Time Limits on Claims

The Owner shall commence all claims and causes of action in accordance with Michigan law, regardless of time frames identified in this Agreement. The Contractor shall commence all claims and causes of action in accordance with the Contract and in accordance with Michigan law.

§ 13.7.2 Regardless of any provisions to the contrary, the statute of limitations with respect to any defect or nonconforming Work which is not discovered by the Owner shall not commence until the discovery of such defective or nonconforming Work by the Owner.

§ 13.8 Except where otherwise expressly required by the terms of the Contract, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such rights or remedy. Further, pursuit of such a right or remedy without prior notice to or approval or surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 90 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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 Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents subject to justifiable withholding of payment as described herein or in the Contract Documents.

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

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed

§ 14.1.4 If the Work is stopped for a period of 90 consecutive days or if repeated suspensions, delays, or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate the lesser of an amount equal to the Contract time or One Hundred Twenty (120) days in any one (1) year period through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and 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;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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;
- .5 is petitioned bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency;
- .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 all the requirements of the Contract Documents; or
- .8 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seventy-two (72) hours written notice, terminate employment of the Contractor and may:

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner reserves the right to terminate the Contract, or any portion thereof, for convenience and without cause, even though the Contractor has not failed to perform any part of the Contract. Termination of the Work hereunder shall be effected by written notice to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice otherwise directs:

- .1 Immediately discontinue the terminated portion of the Work and the placing of all orders and subcontracts in connection with the terminated portion of the Work;
- .2 Immediately cancel all of the existing orders and subcontracts in connection with the terminated portion of the Work;
- .3 Immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery and tools acquired by the Contractor in connection with the performance of the terminated portion of the Work, and take such action as may be necessary or as the Owner or Construction Manager may direct for protection and preservation of the Work relating to this Contract; and
- .4 Deliver all plans, drawings, specifications and other necessary information to the Owner through the Construction Manager.

§ 14.4.2 If the Owner terminates the Contract for convenience, the following shall be the Contractor's exclusive remedies:

14.4.2.1 Reimbursement of all actual expenditures and costs approved by the Owner through the Construction Manager and Architect as having been made or incurred in performing the terminated Work.

(Paragraph deleted)

14.4.2.2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Contractor in performing the Contract; and

14.4.2.3 Payment of profit, insofar as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Contractor be entitled to anticipated fees or profits on Work not required to be performed.

§ 14.4.3 All obligations of the Contractor under the Contract with respect to completed Work, including but not limited to all warranties, guarantees, indemnities, insurance and bonds shall apply to all Work completed or substantially completed by the Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause.

§ 14.4.4 Upon a determination that a termination of this Contract, other than a termination for convenience under this Paragraph 14.4, was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Paragraph 14.4, and the Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Subparagraph 14.4.2.

§ 14.4.5 Contractor is required to include a termination for convenience clause in all of its Subcontractor and Supplier contracts, in substantially similar form as set forth in this Paragraph 14.4, and that limits the Subcontractors and Suppliers to exclusive remedies no greater than those set forth in Subparagraph 14.4.2 that are available to Contractor. Contractor shall bear all costs arising or related to its failure to include such clause in its Subcontracts.

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, 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.

Init.

§ 15.1.2 Notice of Claims. Claims by Contractor must be made within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later, provided, however, that the Contractor shall use its best efforts to furnish the Construction Manager, Architect, and the Owner, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, as soon as such Claim is recognized. Contractor shall cooperate with the Construction Manager, Architect, and the Owner in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition that is the cause of the Claim. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

§ 15.1.3 Continuing Contract Performance. 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. The Construction Manager will prepare Change Orders and the Architect will issue a Certificate for Payment or Project Certificate for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. A Project delay shall not be a basis for a Claim for additional costs. Delays may be remedied only through an extension of time per Section 15.1.5.

§ 15.1.5 Claims for Additional Time

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

§ 15.1.5.2 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.

(Paragraphs deleted)

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial interpretation. 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 interpretation shall be required as a condition precedent to litigation of any Claim brought by the Contractor against the Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no interpretation having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not interpret 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. Within ten (10) days or written request, the Contractor shall make available to the Owner or its representative all of its books, records, or other documents in its possession or to which it has access relating to a Claim and shall require its Subcontractors and Suppliers, regardless of tier, to do the same.

§ 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 an interpretation. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

Init.

§ 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 such 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, based on its interpretation, either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial interpretation approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial interpretation shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect and Construction Manager, if the Architect or Construction Manager 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 subject to the parties' agreed upon dispute resolution process.

§ 15.2.6 Notwithstanding anything herein to the contrary, claims of the Owner shall be governed in accordance with the statute of limitations periods under Michigan Law.

(Paragraph deleted)

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

(Paragraphs deleted)

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§ 1.1.1 **The Contract Documents.** The Contract Documents ~~are enumerated in~~ consist of 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, the portions of the Project Manual defined as Contract Documents therein, and 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 Notice to Proceed~~ or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include ~~the advertisement~~ other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, ~~other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding requirements~~).

In the event of any conflict among the Contract Documents, the Contract Documents shall be construed according to the following priorities:

Highest Priority: Modifications including Changes Orders and Notices to Proceed;

2nd Priority: Owner/Contractor Agreement;

3rd Priority: Addenda, later date to take precedence;

4th Priority: The Contract Documents (other than those mentioned above) that are included in the Project Manual Sections 0 - 2000;

5th Priority: Drawings and Technical Specifications.

In the event of a conflict among the General Conditions and Supplementary Conditions, the Supplementary Conditions shall control.

§ 1.1.9 Provide. When the word "provide," including derivatives, is used, it shall mean to fabricate properly, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all other items necessary to properly complete in place, ready for operation or use under the terms of the Specifications.

§ 1.1.10 Addenda. Addenda are written or graphic instruments issued prior to the execution of the Contract that modify or interpret the Bidding Documents, including the Drawings and Specifications, by additions, deletions, clarifications or corrections.

§ 1.1.11 Knowledge. The terms "knowledge," "recognize," and "discover," their respective derivatives and similar terms in the Contract Documents, as used in reference to the Contractor, shall mean that which the Contractor knows (or should know), recognizes (or should recognize) and discovers (or should discover) in exercising the care, skill, and diligence required by the Contract Documents. Analogously, the expression "reasonably inferable" and similar terms in the Contract Documents shall be interpreted to mean reasonably inferable by a contractor exercising the care, skill and diligence required of the Contractor by the Contract Documents.

§ 1.1.12 Persistently. The phrase "persistently fails" and other similar expressions, as used in reference to the Contractor, shall mean any combination of acts and omissions that cause the Owner, Construction Manager, or Architect to reasonably conclude that the Contractor will not complete the Work within the Contract Time, for the Contract Sum, or in substantial compliance with the requirements of the Contract Documents.

§ 1.1.13 Product(s). The term "Product(s)" as used in the Contract Documents refers to the materials, systems and equipment provided by the Contractor for use in the work of the Project.

§ 1.1.14 Warranty. The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "a legally enforceable assurance of satisfactory performance of a product or Work."

§ 1.1.15 Singular/Plural. Where materials, systems and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work.

§ 1.1.16 Project Manual. The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

§ 1.1.17. Hazardous Material: "Hazardous Material" means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.

§ 1.1.18. Permitted Material The term "Permitted Materials" as used in the Contract Documents shall mean materials that are general supplies and equipment that have a hazardous or potentially hazardous nature and are or will be used for their intended purpose and which do not pose any significant threat of contamination to the Project site or neighboring properties.

§ 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. In the event of inconsistencies within or between parts of the Contract Documents, or between the Contract Documents and the applicable standards, codes, and ordinances, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the Architect's interpretation. The terms and conditions of this Subparagraph 1.2.3, however, shall not relieve the Contractor of any of the obligations set forth in Paragraphs 3.2 and 3.7.

§ 1.2.1.1 On the Drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.

§ 1.2.1.2 Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements at the Project site and shall be responsible for the correctness of such measurements. No extra charges or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference that may be found shall be submitted to the Construction Manager and Architect for resolution before proceeding with the Work.

§ 1.2.1.3 If a minor change in the Work is found necessary due to actual field conditions, the Contractor shall submit detailed drawings of such departure to the Construction Manager for approval by the Architect before making the change.

§ 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. Where responsibility for particular Work is required of the Contractor, the Contractor shall not be released from that responsibility by reason of the location of the specification or drawing information which establishes the responsibility. Thus, the Contractor shall be responsible for all Work required of him, even though that responsibility may be shown only in that portion of the documents typically pertaining to another contractor or trade.

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

§ 2.2.2 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. Unless otherwise provided under the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. Refer to Project Manual Section 00880 – Regulatory Requirements and Section 00890 – Permits, which detail Contractor's obligations in relation to permits. The Contractor shall not be entitled to additional compensation resulting from its failure to confirm the location of the site utilities or existing structures prior to the opening of the Contractor's bid.

§ 2.2.3 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. Information will be furnished only to the extent it is readily available to the Owner.

§ 2.2.4 ~~The~~ Upon written request, 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 ~~Owner's Right to Stop the Work~~ Owner's/Construction Manager's Right to Stop the Work

1 If the Contractor fails to correct Work that which is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly/persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to or Construction Manager, may order 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 or Construction Manager to stop the Work shall not give rise to a duty on the part of the Owner or Construction Manager to exercise this right for the benefit of the Contractor or any other person or entity, ~~except to the extent required by Section 6.1.3.~~ entity. This right shall be in addition to and not in limitation of the Owner's or Construction Manager's rights under any provision of the Contract Documents.

§ 2.4 Owner's Right to Carry Out the Work/Owner's/Construction Manager's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day period~~ seventy-two (72) hour period (or such lesser period as determined by Owner or Construction Manager in its discretion when grounds exist to complete the neglected or defaulted Work in a shorter time period) after receipt of written notice from the Owner or Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the Owner ~~may, or Construction Manager may correct such deficiencies, without prejudice to other remedies the Owner may have, correct such deficiencies, or Construction Manager may have, and without affecting any rights of the Construction Manager or Owner as obligee under the performance and payment bonds issued for this Contract.~~ In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect, after consultation with the Construction Manager. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner through the Construction Manager. In the event the Owner/Construction Manager directs another entity to perform Work pursuant to this Section that otherwise is the obligation of the Contractor, including correction of safety violations, either at the Contractor's request or as a result of the Contractor's failure to perform such Work, that other entity shall charge the Contractor all costs for labor, material and equipment plus that other entity's administrative, profit and overhead costs. The Contractor shall pay that other entity within ten (10) days of the date of invoice. If not paid within ten (10) days, the Contractor authorizes the Owner to withhold that amount from the Contractor and to pay the same to that other entity from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

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§ 3.1.5 These General Conditions refer to the relationship between the Owner and Contractor. As to the contract between the Contractor and its Subcontractors, the General Conditions shall be read as the Contractor having the position of the Owner and the Subcontractors having the position of the Contractor. The Subcontractors are bound to the Contractor just as the Contractor is bound to the Owner. The Subcontractor shall have all the rights, duties and obligations to the Contractor as the Contractor has rights, duties and obligations to the Owner. The Subcontractors shall agree to and accept the same responsibility to the Owner as the Contractor. In the event any failure of a Subcontractor causes any type of injury or loss to the Owner, direct or indirect, the Contractor shall be jointly and severally liable to the Owner for such injury in addition to any responsibility or liability of the Subcontractor.

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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 Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor-Contractor, any member of its organization, or any of its Subcontractors, before proceeding with the Work, as a request for information submitted to the Construction Manager in such form as the Construction Manager and 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. Refer to Project Manual Section 01530 – Field Engineering and Layout, which details Contractor's responsibilities for field layout and verification.

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§ 3.2.5 Prior to submitting its bid, the Contractor shall have studied and compared the Contract Documents and shall have reported to the Architect any error, inconsistency or omission in the Contract Documents. It will be presumed that the Contractor's bid and the Contract Sum include the cost of correcting any such error, inconsistency, or omission, which could have been discovered by the exercise of reasonable diligence. Unless the Contractor establishes that such error, inconsistency or omission could not have been discovered by the exercise of reasonable diligence, the Contractor will make such corrections without additional compensation so that the Work is fully functional.

§ 3.2.6 Except as to any reported errors, inconsistencies, or omissions, and to concealed or unknown conditions defined in Subparagraph 4.7.6, by submitting its bid the Contractor represents the following:

§ 3.2.6.1 The Contract Documents are sufficiently complete and detailed for the Contractor to: (1) perform the Work required to produce the results intended by the Contract Documents; and (2) comply with all the requirements of the Contract Documents.

§ 3.2.6.2 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 product manufacturers are consistent with: (1) good and sound practices within the construction industry; (2) generally prevailing and accepted industry standards applicable to the Work; and (3) requirements of any warranties applicable to the Work.

§ 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, unless the Contract Documents give other specific instruction concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, ~~except as stated below, and~~ shall be fully and 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, the Construction Manager, and the Architect and shall not proceed with that portion of the Work without further written instructions from the Architect, through the Construction Manager. ~~If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner required means, methods, techniques, sequences or procedures.~~ The Contractor shall ensure that Suppliers, Subcontractors, and their agents and employees, perform their Work in accordance with the Contract Documents and that all products are ordered and delivered in strict accordance with the Contract Documents and that all products are ordered and delivered in strict accordance with the Schedule. The Contractor shall coordinate its Work with that of all persons or entities on the Project site. 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 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. A general example is equipment above corridor ceilings where ductwork, piping, conduit, lights, etc. will be installed. A thorough coordinated plan shall be used to install the equipment, to furnish proper clearances, radii of turns, locations, pipe slopes, supporting appurtenances, and access where required. Refer to Project Manual Section 001530 – Field Engineering and Layout.

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

tier, directly or indirectly, under a contract with the Contractor. The Contractor shall coordinate the Work of its Subcontractors engaged in construction at the Project. Whenever interference might occur, before any Work is done at the places in question, Contractor shall consult with others and shall come to agreement with them as to the exact location and level of piping, conduits, ducts and/or other Work which might cause interference. Refer to Project Manual Section 001530 – Field Engineering and Layout.

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§ 3.3.4 The Contractor shall be responsible for its own, its employees' and its Subcontractors' and Suppliers' workmanship and quality of materials and every part thereof or in connection therewith against risk of any and every kind (except those covered by a Builder's Risk Policy applicable to the Project) until the final acceptance of the Work by Owner.

§ 3.3.5 Within fifteen (15) days of award of Contract, each awarded Contractor shall assemble all necessary information and data concerning its supervision and construction procedures, as identified in Project Manual Section 00200 – Instructions to Bidders. Contractor shall submit updated information from the post-bid meetings as well as the following:

§ 3.3.5.1 A schedule of values in the format and detail as the Construction Manager may require.

§ 3.3.5.2 Contractor's Project Safety Program.

§ 3.3.5.3 A complete list of all items, products and layouts for which shop drawings, brochures or samples are required; a list of each Subcontractor or Supplier; the date of planned submission and time period for fabrication and delivery to the jobsite after approval of the submission. The foregoing items will be provided on forms furnished by the Construction Manager. The Contractor shall thoroughly review the Project Manual and adhere to any additional instructions with regard to Submittals.

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§ 3.4.4 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other contractors and individuals associated with the Project. The Contractor shall also minimize the likelihood of any strike, work stoppage or other labor disturbance.

§ 3.4.5 If any person employed by or under the Contractor is found in the judgment of the Construction Manager or Owner to be incompetent, disorderly, unfaithful, disobedient so far as to endanger proper fulfillment of the Contract or otherwise objectionable, such person shall, if directed by the Construction Manager, be discharged immediately and not employed again on any part of the Work without any liability to Owner or Construction Manager for such discharge.

§ 3.4.6 The Contractor agrees that neither it nor its Subcontractors will discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, conditions or privilege or employment, or any matter directly or indirectly related to employment, because of race, age, sex, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of this Contract.

The Contractor warrants to the Owner, Construction Manager, 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 with 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 Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. §

§ 3.5.1 In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

- .1 The Owner will have good title to the Work, and all materials and equipment incorporated into the Work unless otherwise expressly provided in the Contract Documents, will be new;
- .2 The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- .3 The Work and all equipment incorporated into the Work will be fit for the purpose for which they are intended;
- .4 The Work and all materials and equipment incorporated into the Work will be merchantable; and
- .5 The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties of guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within seventy-two (72) hours after written notice thereof and thereafter will correct such breach to the satisfaction of the Owner; provided that if such notice is given after final payment hereunder, such seventy-two (72) hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract. This warranty is not limited by the provisions of Paragraph 12.2 or any other provision of the Contract Document.

§ 3.5.2 ALL WRITTEN WARRANTIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL INCLUDE LABOR AND MATERIALS AND SHALL BE SIGNED BY THE MANUFACTURER OR SUBCONTRACTOR RESPECTIVELY, AND COUNTERSIGNED BY THE CONTRACTOR. ALL WARRANTIES SHALL BE ADDRESSED TO THE OWNER AND DELIVERED TO THE ARCHITECT THROUGH THE CONSTRUCTION MANAGER UPON COMPLETION OF THE PROJECT AND BEFORE OR WITH THE SUBMISSION OF REQUEST FOR FINAL PAYMENT.

§ 3.5.3 The Contractor agrees to assign to the Owner at the time of final completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such manufacturer's warranties.

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof 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. The Contractor shall pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and Construction Manager and hold them harmless from same.

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§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, through the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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. Refer to Project Manual Section 00880 – Regulatory Requirements and Project Manual Section 00890 – Permits for a description of Contractor's obligations in relation to Permits.

§ 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 laws, ordinances, rules and regulations and lawful orders, and all other requirements of public authorities bearing on performance of the Work. The Contractor shall procure and obtain all bonds required of the Owner or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary backup material, and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay all charges for all

approvals for street closing, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, 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, Construction Manager, and Contractor in writing, stating the reasons. ~~If the Owner or Contractor disputes the Architect's determination or recommendation, either party may the Contractor shall proceed as provided in Article 15. The Contractor shall be alert to any indication or evidence of existing underground or concealed utilities or structures not shown on the Contract Documents and shall immediately notify the Owner of discovery of such evidence. If the Contractor encounters such utilities or structures, it shall cease operations immediately to minimize damage and shall notify the Owner and Architect. The Contractor shall bear the cost of damage resulting from its failure to exercise reasonable care in its construction activity or from continuing operations without notifying the Owner. No adjustment in the Contract Time or Contract Sum shall be permitted, however, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or that reasonably should have been disclosed by the Contractor's prior inspections, tests, reviews, and preconstruction services for the Project, or inspections, tests, reviews, and preconstruction services that the Contractor had the opportunity to make or should have performed in connection with the Project in the exercise of the care and skill required of the Contractor by the Contract Documents.~~

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

...

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Construction Manager, the name and qualifications of a proposed superintendent. The Construction Manager may reply within 14 days a reasonable amount of time to the Contractor in writing stating (1) whether the Owner, the Construction Manager, or the Architect has reasonable objection to the proposed superintendent or (2) that any of them require additional time to review. ~~Failure of the Construction Manager to reply 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, Construction Manager 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.~~ Owner's/Construction Manager's consent, except with another superintendent who is satisfactory to the Owner/Construction Manager. The Contractor shall maintain order and discipline among all workers involved in the Project at all times. The superintendent shall be present at the Project site at all times when Work is performed by the Contractor or its Subcontractors.

...

§ 3.10.1 The Contractor, promptly and within the time set forth in Project Manual Section 00230 – Schedule and Phasing, after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information and the Construction Manager's approval a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project schedule to the extent required by the Contract Documents, schedule, and within the time set forth in Project Manual Section 00230 – Schedule and Phasing, and shall provide for expeditious and practicable execution of the Work. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Multiple Prime Contractors or the construction or operations of the Owner's own forces. Refer to Project Manual Section 00230 – Schedule and Phasing.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter update it as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit a 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. Refer to Project Manual 01330 – Submittals.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager and Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule. Refer to Project Manual Section 00230 – Schedule and Phasing.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule. In the event the Construction Manager or Owner determines that the performance of the Work, as of a Milestone Date, has not progressed or reached the level of completion required by the Contract Documents, the Construction Manager shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures (referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Construction Manager or Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the schedule. Failure to order Extraordinary Measures shall not excuse late completion.

§ 3.10.4.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Construction Manager or Owner under or pursuant to this Subparagraph 3.10.4.

§ 3.10.4.2 The Construction Manager or Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Construction Manager or Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5 The Construction Manager or Owner shall have the right to direct a postponement or rescheduling of any date or time for the performance of any part of the Work that may interfere with the operations of other contractors or of the Owner's premises or any of the Owner's tenants or invitees. The Contractor shall, upon the Construction Manager's or Owner's request, schedule any portion of the Work affecting other contractors or other operation of the premises during hours when the premises are not in operation. Any postponement, rescheduling, or performance of the Work under this Subparagraph 3.10.6 may be grounds for an extension of the Contract Time, if permitted under Paragraph 8.3, and an equitable adjustment in the Contract Sum if (1) the performance of the Work was properly scheduled by the Contractor in compliance with the requirements of the Contract Documents, and (2) such rescheduling or postponement is required for the convenience of the Owner.

§ 3.10.6 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager and Architect and incorporated into the approved Project schedule.

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The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed. The Contractor shall advise the Construction Manager on a current basis of all changes in the Work made during construction. Refer to Project Manual Section 01320 – Communications, Section 01700 – Contract Close Out, and Section 01720 – Project Record Documents.

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§ 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. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing the Work.

...

§ 3.12.5 Within seven (7) days after award of Contract, the Contractor shall submit to Construction Manager a submittal register as set forth in Project Manual, Section 01330 – Submittals. The Contractor shall review for compliance with the Contract Documents, approve and submit to the Construction Manager ~~Shop Drawings, Product Data, Samples, Manager, and~~ in a manner calculated to cause no delay in Contractor's Work or the Work of Owner or other contractors, Shop Drawings, Product Data, Samples, brochures and similar submittals required by the Contract Documents in accordance with the Project submittal schedule approved by the Construction Manager and Architect, or in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Multiple Prime Contractors or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples and similar submittals with related documents submitted by other Multiple Prime Contractors.

...

§ 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 requirements of the Contract Documents by the Construction Manager's or Architect's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Construction Manager and 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 Construction Manager's or Architect's review or approval thereof.

...

§ 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. 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 cause such services or certifications to be provided by a

properly 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents. Refer to Project Manual Section 01330 – Submittals and Architect's technical specifications for specific instructions regarding Contractor's submittal requirements.

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§ 3.13.3 Only materials and equipment that are to be used directly in the Work shall be brought 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 Contractor's responsibility.

§ 3.13.4 The Contractor and any entity the Contractor is responsible for shall not erect any sign on the Project site without the Owner's prior written consent, which may be withheld in the Owner's sole discretion.

§ 3.13.5 The 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 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. Without limitation of any other provision of the Contract Documents, the Contractor shall minimize any interference with the occupancy or beneficial use of any areas in buildings adjacent to the site of the Work or the premises in the event of partial occupancy, as more specifically described in Paragraph 9.9.

§ 3.13.6 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 comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site, as amended from time to time. The Contractor shall immediately notify the Construction Manager and 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. The Contractor's notice shall set forth the specific issues with such compliance and suggest alternatives under which the same results intended by the rules and regulations may be achieved. The Owner may in such a circumstance, in the Owner's sole discretion, adopt such suggestions, develop new alternatives, or require compliance with the existing requirements 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. Refer to Project Manual Section 01140 – Use of Premises, for a complete description of Contractor's obligations regarding use of the site.

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§ 3.14.3 See Project Manual Section 01540 as well as technical specifications for further requirements.

...

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor. Refer to Project Manual Section 01550 – Cleaning Up and Final Cleaning.

...

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 indemnify, defend and hold harmless the Owner, Construction Manager and Architect ~~harmless from loss on account thereof, from any and all cost, damage and loss on account thereof,~~ including but not limited to actual attorney's fees, but shall not be responsible for such 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, Architect, or Construction Manager. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect through the Construction Manager. The review by the Owner, Construction Manager or Architect of any method of construction, invention, appliance, process, article, device or materials of any kind shall be for its adequacy in the Work and shall not be an approval for the use thereof by the Contractor in violation of any patent or other rights of any third person.

...

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, Construction Manager, Architect, Construction Manager's and 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. Architect and Construction Manager, and their respective agents, representatives, employees, officers, directors, affiliates, and successors (collectively, "Indemnitees") from and against any and all claims, demands, liabilities, causes of action, costs and expenses, or other dispute resolution expenses, including attorney fees and litigation expenses (collectively "Indemnification Claims"), involving:

- (a) Personal injury or death of any person;
- (b) Property damage (including loss of use);
- (c) The breach of any provision in the Owner – Contractor Agreement or Contract;
- (d) Money or other claims by subcontractors, suppliers, their employees or any entity involved in the Work at any tier;
- (e) Any contractual duty of an Indemnitee to indemnify another person; or
- (f) The enforcement by an Indemnitee of its rights under this provision;

but only if such Indemnification Claims arise from or related directly or indirectly to the Work under the Contract by, or the acts of omissions of: (i) the Contractor; (ii) its Subcontractors, Vendors or Suppliers at any tier, or (iii) any persons for whom any of them are responsible, including their employees, agents, officers or representatives. In any event, the obligations contained in Subparagraph 3.18.1 shall not apply to an Indemnification Claim resulting from the sole negligence of an Indemnitee.

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§ 3.18.3 In the event that any claim is made or asserted, or lawsuit filed for damages or injury arising out of or resulting from the performance of the Work, whether or not the Owner, Architect or Construction Manager is named as a party, the Contractor shall immediately advise the Owner, Architect and Construction Manager, in writing, of such claim or lawsuit, and shall provide a full and complete copy of any documents or pleadings relating thereto, as well as a full and accurate report of the facts involved.

§ 3.18.4 An Indemnitee, at its option, may select counsel to defend any claim, cause of action or lawsuit brought against it without impairing any obligation of Contractor to provide indemnification.

...

§ 4.1.2 The Owner shall retain a construction manager lawfully licensed to practice construction management or an entity lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the ~~Agreement-Contract~~ and is referred to throughout the Contract Documents as if singular in number. All instructions to the Contractor shall be forwarded through the Construction Manager.

§ 4.1.2.1 The Construction Manager shall act as the Owner's agent for purposes of administering and enforcing the Contract.

...

§ 4.1.4 If the employment of the Construction Manager or Architect is terminated, the Owner shall employ a successor construction manager or ~~architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.~~ architect.

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§ 4.2.3 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site ~~whenever the Work is being performed.~~ site. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents. will keep the Owner reasonably informed of the progress of the Work, and will report to the Owner and Architect (1) known deviations from the Contract Documents and the most recent Project schedule, and (2) defects and deficiencies observed in the Work.

...

§ 4.2.5 The Construction Manager, ~~except to the extent required by Section 4.2.4,~~ Manager and Architect will not have control over, or charge of, 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, ~~except as provided in Section 3.3.1,~~ and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of or be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work. The Architect, the Owner and the Construction Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Owner, Architect and the Construction Manager may perform their functions under the Contract Documents.

...

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents and will notify each other about the rejection. The Construction Manager shall determine in general whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of known defects and deficiencies in the Work. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require additional inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, upon written authorization of the Owner, whether or not such Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data

and Samples. Where there are Multiple Prime Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from Contractor and other Multiple Prime Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval them for conformance with the submittal requirements of Contract Documents. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect.

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§ 4.2.11 Review of the Contractor's submittals by the Construction Manager and Architect 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 Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and ~~3.12-3.12~~ or any other obligations set forth in the Contract. The Construction Manager and Architect's review shall not constitute approval of safety precautions or, ~~unless otherwise specifically stated by the Construction Manager and Architect,~~ precautions, 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.

§ 4.2.12 The Construction Manager will prepare Change Orders and ~~Construction Change Directives-Notices to Proceed.~~

§ 4.2.13 The Construction Manager and the Architect will take appropriate action on Change Orders or ~~Construction Change Directives-Notices to Proceed~~ in accordance with Article 7. and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

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

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

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

§ 4.2.20 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, ~~with the Construction Manager's recommendation.~~ Architect. The Architect will review and respond in writing to the Construction Manager to requests for information about the Contract Documents. ~~The Construction Manager's recommendation and the Architect's response to each request~~ 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.

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§ 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 other Multiple Prime Contractors or subcontractors of other Multiple Prime Contractors. The term "Subcontractor" shall also include material and equipment suppliers, which may also be called "Supplier". Each and every Subcontractor shall be understood to have named the Owner and Construction Manager as a third party beneficiary to its subcontract with Contractor and the Owner and Construction Manager shall enjoy all third party beneficiary rights permitted by law.

...

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Construction Manager for review by the Owner, Construction Manager and Architect the names of persons or entities. Within seven (7) days after award of the Contract, the Contractor shall submit in writing to the Construction Manager, for review by the Owner, Architect and Construction Manager, (1) the name, trade and subcontract amount for each Subcontractor and (2) the names of all persons or entities proposed as manufacturers of the products identified in the Specifications (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Construction Manager may reply within 14 days and, where applicable, the name of the installing Subcontractor. The Construction Manager will promptly reply to the Contractor in writing stating (1) whether or not the Owner, the Construction Manager or the Architect Architect, after due investigation, has reasonable objection to any such proposed person or entity or, (2) that the Construction Manager, Architect or Owner requires additional time for review. Failure of the Construction Manager, Owner, or Architect to reply within the 14 day period shall constitute notice of no reasonable objection entity.~~

...

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contract Sum shall be amended by either of the following at the Owner's sole discretion: (1) the difference between the subcontract amount proposed by the person or entity recommended by the Contractor and the subcontract amount proposed by the person or entity accepted or designated by the Owner and the Construction Manager; or (2) the amount by which the subcontract amount proposed by the person or entity accepted or designated by the Owner and Construction Manager exceeds the amount set forth in the Schedule of Values that is applicable to the Work covered by such subcontract. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution. The Contractor shall notify the Owner, the Architect and the Construction Manager of any proposed Subcontractor substitution a minimum of 10 (ten) days prior to such proposed change.

...

~~By appropriate agreement, written where legally required for validity, 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 responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager 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.

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~~§ 5.4.2 Upon such assignment, if the Work~~ If the Work in connection with a subcontract has been suspended for more than 30 days, thirty (30) days after termination of the Contract by the Owner pursuant to Paragraph 14.2 or Paragraph 14.4 and the Owner accepts assignment of such subcontract, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension, any increase in direct documented costs necessarily incurred by such subcontractor as a result of the suspension. In no event will such an adjustment include any consequential damages or indirect costs such as extended home office overhead or lost profit.

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

§ 5.5 Contractor and Subcontractors' Warranty Acknowledgement. The Contractor shall execute and deliver to the Owner, and shall cause anyone giving warranties that is contractually bound to the Contractor to execute and deliver to the Owner, the following Warranty Acknowledgement before a Certificate of Final Completion is issued:

Warranty Acknowledgement

(Name of Subcontractor)("Subcontractor") warrants that all of its Work complies with requirements of the Contract Documents. If, within the time period Contractor is responsible for warranties under the Contract Documents, any of Subcontractor's Work is found to be not in accordance with the requirements of the Contract Documents, Subcontractor shall correct the Work and its sole expense promptly after receipt of written notice from the Owner.

~~§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, which may include persons or entities under separate contracts not administered by the Construction Manager, and Manager. The Owner further reserves the right to award other contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15 elsewhere in the Contract Documents and any time extension or adjustment in Contract Sum will be governed by the applicable provisions of the Contract. The Contractor shall be responsible for coordination the Work with the work of the other Contractors, including the Owner's own forces or separate contractors, so as to complete the Work in accordance with the Project time schedule.~~

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~~§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11 and 12.12, as amended.~~

~~§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a separate contractor or to other Multiple Prime Contractors because of the Contractor's delays, improperly timed~~

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activities or defective construction. ~~The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces or other Multiple Prime Contractors.~~

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor ~~wrongfully~~ causes to completed or partially completed construction or to property of the Owner, Construction Manager, separate contractors, or other Multiple Prime Contractors as provided in Section 10.2.5. Should a claim be made that the Contractor wrongfully delayed or caused damage to the Work or property of another contractor, the Contractor shall promptly settle the dispute with such other contractor. If a separate contractor sues the Construction Manager or Owner on account of any delay or damage alleged to have been caused by the Contractor, the Construction Manager will notify the Contractor who shall defend such proceedings at the Contractor's sole expense. If any judgment or award against the Construction Manager or Owner arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Construction Manager or Owner for all costs, including attorney's fees and court costs which either may have incurred.

§ 6.2.5 ~~The Owner and other Multiple Prime Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.~~

...

If a dispute arises among the Contractor, other ~~Multiple Prime Contractors and the Construction Manager and/or 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 Construction Manager, with notice to the Architect, will allocate the cost among those responsible.~~ rubbish as described in Section 3.15, the Owner or Construction Manager may clean up and allocate the cost among those responsible as the Construction Manager, in consultation with the Architect, determines to be just. The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same. Refer to Project Manual Section 01550 – Clean Up and Final Cleaning.

...

§ 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 Notice to Proceed, written contract amendment,~~ or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Refer to Project Manual Section 01250 – Changes in the Work.

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, ~~Construction Change Directive Notice to Proceed~~ or order for a minor change in the Work. Except as permitted in paragraph 7.3, an increase in the Contract Sum or the Contract Time shall be accomplished only by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is, in fact, any unjust enrichment to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or for a change in any time period provided for in the Contract Documents.

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

...

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such change. Any impact such change may have on the unchanged Work, including but not limited to claims for acceleration, stacking, inefficiency, ripple effect, disruption, compression, interference, delay and cumulative impact, and any and all adjustments to the Contract Sum and the Schedule. In the event a Change Order increases the Contract Sum, the Contractor shall include the Work covered by such Change Orders in Applications for Payment as if such Work were originally part of the Contract Documents.

§ 7.3 Construction Change Directives Notice To Proceed

~~§ 7.3.1 A Construction Change Directive Notice to Proceed is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager 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, Notice to Proceed, 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 Notice to Proceed shall be used in the absence of total agreement on the terms of a Change Order.~~

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

...

.4 As provided in Section 7.3.7.

However, the contract time shall be adjusted only if the Contractor demonstrates to the Owner and Construction Manager that the changes in the Work required by the Notice to Proceed adversely affect the critical path of the Work.

~~§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive Notice to Proceed so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.~~

~~§ 7.3.5 Upon receipt of a Construction Change Directive, Notice to Proceed, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager and 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.~~

~~§ 7.3.6 A Construction Change Directive Notice to Proceed 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.~~

~~§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:~~

- ~~1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers compensation insurance;~~

- ~~2~~ Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- ~~3~~ Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- ~~4~~ Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- ~~5~~ Additional costs of supervision and field office personnel directly attributable to the change.

~~§ 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 Construction Manager and 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 Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The 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 Construction Manager and 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 Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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~~§ 8.2.3~~ The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. All Work shall be completed in sufficient time to allow for clean-up and preparation for Owner move-in prior to the date of Substantial Completion of the Work.

~~§ 8.2.4~~ Without altering the applicability and obligations of Section 8.2.3, the Contractor shall prosecute the Work undertaken in a prompt and diligent manner wherever such Work, or any part of it, becomes available, or at such other times as the Owner and/or Construction Manager may direct so as to promote the general progress of the entire construction. The Contractor shall not, by delay or otherwise, interfere with or hinder the Work of any other contractor, the Owner, Construction Manager or the Architect. Any supplies, materials, tools and/or equipment that are to be furnished by the Contractor hereunder shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided for herein. If the Contractor, through its negligence or failure, including the negligence or failure of its Subcontractors or suppliers, thus to furnish the necessary labor and/or supplies, materials, tools and/or equipment to meet construction needs in accordance with the established Schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the Work up to the proper schedule. In the event the Contractor fails to take such action necessary to bring its part of the Work up to schedule within twenty-four hours of receiving notice from the Owner or Construction Manager, then the Owner, at its sole option, may supplement the Contractor's forces, materials and/or equipment or remove the Contractor from the Project, and the Owner may complete part or all of the remainder of the Contractor's Work, either utilizing in the Owner's sole discretion its own forces, new contractors chosen by the Owner or any Subcontractor or supplier of the Contractor, which may include fixed price supplemental work time and materials supplemental work, or any combination thereof, which in Owner's sole discretion will most quickly and completely cure the failure of the Contractor. The Contractor shall be responsible for any and all costs of performing or completing the Work that are incurred by the Owner or any Contractor, Subcontractor, Supplier, or other entity on the Owner's behalf. The Contractor shall pay the Owner for such costs within ten (10) days of the date of demand. If not paid within ten (10) days, the amount will be withheld from the Contractor and paid to the Owner from the next payment due the Contractor under the Contract. Exercise of such rights shall in no way limit or jeopardize the Owner's right to any other remedy, including but not limited to, a claim against the Performance

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Bond of the Contractor.

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§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Owner's own forces, Construction Manager, Architect, any of the other Multiple Prime Contractors or an employee of any of them, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes that the Architect, based on the recommendation of the Construction Manager, litigation, or by other causes which the Construction Manager determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time and if the performance of the Work is not, was not, or would not have been delayed by any other cause for which the Contractor is not entitled to an extension in the Contract Time under the Contract Documents. The Contractor further acknowledges and agrees that adjustments in the Contract Time will be permitted for a delay only to the extent such delay is not caused, or could not have been anticipated or prevented by the Contractor, could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and is of a duration not less than one (1) day.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15. Any claim for extension of time shall be made in writing to the Construction Manager in the manner and time specified by Paragraph 4.7; otherwise it shall be waived. In the case of a continuing delay only one claim is necessary. The Contractor shall provide a written estimate of the probable effect of such delay on the progress of the Work.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents. Notwithstanding anything to the contrary in the Contract Documents, an extension in the Contract Time, to the extent permitted under Subparagraph 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 acceleration; or (4) other similar claims (collectively referred to in this Subparagraph 8.3.3 as "Delays") whether or not such Delays are foreseeable, unless a Delay is caused by the Owner's 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 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 costs, 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 active interference with the Contractor's performance of the Work.

...

Where the Contract is based on a Stipulated Sum or Guaranteed Maximum Price, the Contractor shall submit to the Construction Manager, before the first Application for Payment, within seven (7) days after award of contract, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. In the event there is one Contractor, the Construction Manager shall forward to the Architect the Contractor's schedule of values. If there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall forward the Multiple Prime Contractors' schedules of values only if requested by the Architect.

...

§ 9.3.1 At least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner, Construction Manager or

Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents. See Project Manual Section 01290 – Payment Procedures for Contractor's obligations in relation to Applications for Payment.

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

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§ 9.3.1.3 The Contractor shall provide supporting data substantiating the Contractor's right to payment as the Owner, Architect and Construction Manager may require.

~~§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall~~ Payment will not be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site, or equipment stored on or off site unless the requirements set forth in Project Manual Section 01290 regarding materials stored off site are met to the satisfaction of Construction Manager and Owner.

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

§ 9.3.3.1 The Contractor further expressly undertakes to defend, indemnify and hold harmless the Indemnitees, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against the Indemnitees as a result of Liens filed against the Work, the site of the Work, the Project site and any improvements on it, payments due the Contractor, or any portion of the property of any of the Indemnitees. The Contractor agrees to defend, indemnify and hold the Indemnitees harmless from and against any such Liens and agrees to pay any judgment resulting from any such actions, lawsuits, or proceedings.

§ 9.3.3.2 The Owner shall release any payments withheld due to a Lien if the Contractor obtains security acceptable to the Owner or a lien bond that is (1) issued by a surety acceptable to the Owner that is licensed and admitted in the state; (2) in form and substance satisfactory to the Owner; and (3) in an amount not less than One Hundred Fifty Percent (150%) of such Lien. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of any responsibilities or obligations under this Paragraph 9.3, including, without limitation, the duty to defend and indemnify the Indemnitees. The cost of any premiums incurred in connection with such bonds and security shall be the Contractor's responsibility and shall not be part of, or cause any adjustment to, the Contract Sum.

§ 9.3.3.3 Notwithstanding the foregoing, the Owner reserves the right to settle any disputed Lien by making payment to the lien claimant or by such other means as the Owner, in the Owner's sole discretion, determines is the most economical or advantageous method of settling the dispute. The Contractor shall promptly reimburse Owner, upon demand, for any payments so made.

~~§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either issue to the Owner a Certificate for Payment. The~~

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Architect will, after the receipt of the Project Application for Payment with the recommendations of the Construction Manager, review the Project Application for Payment and will either issue a Project Certificate for Payment to the Owner with a copy to the Construction Manager, Manager for such amount-amounts as the Architect determines is-are properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification-reasons for withholding a Certificate as provided in Subparagraph 9.5.1. Such notifications will be forwarded to the Contractor by the Construction Manager.

§ 9.4.2 Where there are Multiple Prime Contractors performing portions of the Project, the Construction Manager will, within seven days after the Construction Manager receives the Multiple Prime Contractors' Applications for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each of the Multiple Prime Contractors; (2) prepare a Summary of Contractors' Applications for Payment by combining information from each Multiple Prime Contractors' application with information from similar applications for progress payments from other Multiple Prime Contractors; (3) prepare a Project Application and Certificate for Payment; (4) certify the amount the Construction Manager determines is due all Multiple Prime Contractors; and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect. The issuance of a separate Certificate for Payment or a Project Certificate for Payment will constitute representations made separately by the Construction Manager and Architect to the Owner, based on their 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 Construction Manager's and 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 Construction Manager or Architect. The issuance of a separate Certificate for Payment or a Project 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 or a Project Certificate for Payment will not be a representation that the Construction Manager or 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 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.

§ 9.4.3 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager, for such amount as the Architect determines is properly due, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.4 The Construction Manager's certification of an Application for Payment or, in the case of Multiple Prime Contractors, a Project Application and Certificate for Payment shall be based upon the Construction Manager's evaluation of the Work and the information provided as part of the Application for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The certification will also constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 9.4.5 The Architect's issuance of a Certificate for Payment or in the case of Multiple Prime Contractors, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and information provided as part of the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, that the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

~~§ 9.4.6 The representations made pursuant to Sections 9.4.4 and 9.4.5 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 Construction Manager or Architect.~~

~~§ 9.4.7 The issuance of a separate Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or 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.~~

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.4 and 9.4.5 9.4.2 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.3-9.4.1. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

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.5 damage to the ~~Owner~~ Owner, Construction Manager or a separate contractor;

...

.7 repeated failure to carry out the Work in accordance with the Contract Documents;
.8 or any other default or breach under the Contract Documents.

...

§ 9.5.4 Should the Subcontractor be in debt to the Owner for any reason, whether in connection with this Contract or a separate contract on this, or another Project, then Owner shall have the right to apply funds from this Contract against the debt owed.

§ 9.5.5 If the Contractor disputes any determination by the Owner, Architect, or Construction Manager with regard to any Certificate for Payment, the Contractor shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Contractor's performance of the Work.

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project 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 Construction Manager and Architect. The Owner shall either forward payments for the preceding month's Work to the Contractor directly, or forward payments for the preceding month's Work to the Construction Manager for distribution to Contractors. As agent of the Owner, Construction Manager shall forward payment to Contractor following verification of Owner's disbursement checks.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner or Construction Manager 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.

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§ 9.6.3 The Construction Manager will, on request, Manager, on request, and in the Construction Manager's discretion, may furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect 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 material and equipment 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 to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law. However, if either Owner, Construction Manager or Architect has cause for concern of whether all payments have been made or will be made as required to subcontractors, laborers or suppliers or creditors of the Subcontractor, Owner, Construction Manager or Architect, in their sole discretion, and without limiting other remedies, after seventy-two (72) hours notice to Contractor, have the right to issue payments either by joint check, payable to both Contractor and the subcontractor, laborer, supplier or creditor, or directly to the subcontractor, laborer, supplier or creditor. Such payments shall be applied against the Contract Sum to the same extent as if the payment were made solely to the Contractor. The Owner's, Construction Manager's or Architect's rights to issue joint checks or direct payments shall in no event create an obligation on the part of the Owner, Construction Manager or Architect to exercise this right on behalf of a subcontractor, laborer, supplier or creditor.

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§ 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 and suppliers Suppliers shall be held by the Contractor for those Subcontractors or suppliers 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall 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 Subject to applicable law, if a petition in bankruptcy or any other arrangement or proceeding regarding insolvency, assignment for the benefit of creditors, trust, chattel mortgage, or similar state or federal proceeding, whether voluntary or involuntary, shall be filed with respect to the Contractor, the Owner may withhold the final balance, or any other payments, whether or not an application for progress payment has been properly filed, until expiration of the period of any guarantee or warranties required for the contractor, and the Owner may pay out such funds the amount necessary to satisfy any claims or costs that otherwise would have been covered by such guarantee or warranties.

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents. § 9.7.1 If the Construction Manager should fail to issue recommendations within fourteen (14) days of receipt of the Contractor's Application for Payment, or if, through no fault of the Contractor, the Architect does not issue a Project Certificate for Payment within fourteen (14) days after the Architect's receipt of the Project Application for Payment, or if the Owner does not pay the Contractor within fourteen (14) days after the date established in the Contract Documents any amount certified by the Architect or awarded by litigation, then the Contractor may, upon fourteen (14) additional days' written notice to the Owner, the Architect and the Construction Manager, stop Work until payment of the amount owing has been received. The Contract Sum shall be increased by

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the amount of the Contractor's reasonable costs of shut-down, delay and start-up, which shall be accomplished as provided in Article 7.

§ 9.7.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to promptly make any payment due the Owner, or the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective Work, the Owner shall have an absolute right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to deduct an amount equal to that which the Owner is entitled from any payment then or thereafter due the Contractor from the Owner, or issue a written notice to the Contractor reducing the Contract Sum by an amount equal to that which the Owner is entitled.

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§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect through the Construction Manager a comprehensive list of items to be completed or corrected prior to final payment, corrected. The Contractor shall proceed promptly to complete and correct items on the list. 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. Upon receipt of the list, the Architect, assisted by the Construction Manager, 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 list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. The Contractor shall then submit through the Construction Manager a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. In no case shall the Contractor's final completion of the Work and contract closeout (see Project Manual Section 01700 - Contract Closeout) exceed sixty (60) days from the date of issuance of the Certificate of Substantial Completion. In the event Contractor fails to complete the Work within the sixty (60) day period, the Owner may, in addition to all of its other rights and remedies under the Contract and at law and/or equity, complete the Contractor's Work at the sole expense of Contractor. Owner shall be entitled to deduct from the final payment all costs and expenses incurred in completing the Work, including additional Construction Management and Architecture fees and costs. In the event the costs exceed the amounts being withheld by Owner for final payment, the Contractor or its surety shall make the excess payment within five (5) days of demand by the Owner.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, 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 list, which is not sufficiently complete in accordance with the requirements of the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit, through the Construction Manager, a request for another inspection by the Architect, assisted by the Construction Manager, to determine Substantial Completion.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work or designated portion thereof is substantially complete, the Construction Manager-Architect will prepare, and the Construction Manager and Architect shall execute a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the

list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.9.1 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, reserves the right to occupy the whole or any portion of the premises at any time prior to completion of the Work provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 Subparagraph 11.3.11 and authorized by public authorities having jurisdiction over the Project, the Work. It is understood and agreed that the right to use the premises is part of the Contract and the Contractor has taken this possibility into account when preparing its bid, and that the Contractor shall proceed with the Work in such a manner as may be directed and shall cooperate with the Owner to limit interruptions to the Owner's routine operations. 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 and Construction Manager shall jointly prepare and submit a list to the Architect through the Construction Manager, 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 after consultation with the Construction Manager.

...

§ 9.9.4 Any agreement as to the acceptance of non-conforming Work not complying with the requirements of the Contract Documents, shall be in writing in the form of a Change Order, acceptable to the Owner's authorized representative and signed by all parties.

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a written notice that the Work is ready for final inspection and acceptance and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager will evaluate the completion of Work of the Contractor and then forward the notice and Application, with the Construction Manager's recommendations, to the Architect who will promptly make such inspection. When the Architect, finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and inspections, the Work has been completed in accordance with terms and conditions of 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 Construction Manager's and Architect's final Certificate for Payment or Project 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 and specified closeout documents required under or pursuant to the Contract Documents shall be assembled and delivered by the Contractor to the Construction Manager as part of the final Application for Payment (Refer to Project Manual Section 01700 – Contract Closeout, Section 01720 – Project Record Documents, Section 01730 – Operations and Maintenance Data, Section 01740 – Warranties and Guarantees, and Section 01750 – Systems Demonstration, Training and Start Up). The final Certificate for Payment will not be issued by the Architect until all warranties and guarantees and other specified closeout documentation have been received and accepted by the Owner.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or Construction Manager 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the

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insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the ~~Owner~~, Owner or Construction Manager, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the ~~Owner~~, Owner or Construction Manager. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner and Construction Manager to indemnify the Owner and Construction Manager against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner and/or Construction Manager all money that the Owner and/or Construction Manager may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees, (6) an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Architect and the Owner, (7) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (8) a general release executed by the Contractor on a form provided by the Construction Manager.

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- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract ~~Documents~~; Documents;
- .4 Owner's claims arising after payment;
- .5 claims for indemnification; or
- .6 claims about which the Owner has previously given notice to the Contractor.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or ~~material supplier~~ Supplier shall constitute a waiver of all claims by that payee against Owner, Architect, and Construction Manager except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. If Contractor fails to submit a final Application for Payment or a final conditional waiver within a reasonable time after request by Construction Manager, and in no event later than sixty (60) days after the issuance of the Certificate of Substantial Completion, the Owner and Construction Manager may unilaterally determine the balance due to the Contractor and the Contractor shall be bound by such determination.

...

The Contractor shall be solely responsible to the Owner and Construction Manager for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other ~~Contractors~~.

~~The Contractors.~~ The Construction Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, Suppliers, agents or employees of the Contractors or Subcontractors, or Subcontractors or Suppliers, or any other persons performing portions of the Work and not directly employed by the Construction Manager. The Work, as these obligations are the sole responsibility of the Contractor. Contractor shall be responsible for payment of all fines levied against Owner, Architect or Construction Manager and all costs (including attorney's fees and litigation/dispute resolution costs) incurred as a result of such fines arising from or relating to conduct of Contractor's Work.

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

- .1 ~~employees on the Work and~~ all employees involved in the Project and all other persons who may be affected thereby;
- ...
- .3 other property at the site or adjacent thereto, such as ~~as~~, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and

- 4 construction or operations by the ~~Owner-Owner, Construction Manager,~~ or other Contractors.

...

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable-all necessary or appropriate safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property and improvements adjacent to the Project. Any damages to such property or improvements shall be promptly repaired by the Contractor. Without limiting the indemnity provisions elsewhere in the Contract Documents, the Contractor shall defend, indemnify and hold harmless the Owner and Construction Manager from and against any and all actions or damages arising out of or resulting from damage to such property or improvements.

§ 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. Use of explosives is not permitted. When use or storage of hazardous substances or equipment, or unusual construction methods are necessary, Contractor shall give Owner, Construction Manager and Architect reasonable advanced notice. When driving or removing piles, wrecking, performing excavation work or other similar potentially dangerous work, the Contractor shall provide protection and exercise utmost care, under supervision of properly qualified personnel, so as not to endanger life or property. Contractor is fully responsible for any and all damages, claims and for defense of all actions against Owner, Construction Manager and Architect resulting from prosecution of such work in connection with or arising out of the Contract.

§ 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, 10.2.1.3 and 10.2.1.4 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, 10.2.1.3 and 10.2.1.4, except damage or loss attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any 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, Construction Manager and Architect. Owner and Construction Manager.

§ 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, load or permit any part of the structure or site to be loaded with a weight that will endanger the structural integrity of the structure or site or the safety of workmen or any other persons on or about the Work. When required law or for the safety of the Work, the Contractor shall shore up, brace, underpin, and protect foundations and other portion or existing structures that re in any way affected by the Work. Before commencement of any part of the Work, the Contractor shall serve any and all notices required to be given to adjoining land and/or property owners or other parties.

§ 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, written notice of such 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. 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 by any cause.

§ 10.3 Hazardous Materials

§ 10.2.9 The Contractor shall promptly report by telephone and in writing to the Owner, Construction Manager and Architect all accidents arising out of or in connection with the Work that cause death, personal injury, or property damage, giving full details and observations of any witnesses. See Project Manual Section 00810 – Safety Program

§ 10.2.10 Injury or Damage to Person or Property

If Contractor suffers injury or damage to person or property because of an act or omission of the Owner, or of others for whose acts the Owner is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the Owner 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. The Contractor's failure to do so shall be an irrevocable waiver of any claim against the Owner arising out of such injury or damage. Injury or damage to persons or property suffered by the Owner because of an act or omission of the Contractor or others for whose acts the Contractor is legally responsible shall be subject to the limitations provisions established by Michigan law. § 10.3

Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), or any other hazardous material, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, Construction Manager and Architect in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos, polychlorinated biphenyl (PCB) or any other material deemed a Hazardous Material, and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or any other Hazardous Material, or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Architect on which litigation has not been demanded, or by litigation under Article 4. The term "rendered harmless" shall be interpreted to mean that levels of asbestos, polychlorinated biphenyls, and other Hazardous Materials are less than any applicable exposure standards set forth in OSHA regulations or other applicable state regulations. In no event, however, shall the Owner, Construction Manager or Architect have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any Supplier, or any entity for whom any of them is responsible. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or made up of any items that are hazardous or toxic. Refer to Project Manual Section 00840 – Hazardous Materials.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify a 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, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resumed 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 in the amount of the Contractor's reasonable additional costs of shut down, delay and start-up.

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

tangible property (other than the Work itself), except to the extent that such damage, loss or expense is not due to the fault or negligence of the party seeking indemnity.

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

~~§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify the Contractor for all cost and expense thereby incurred.~~

§ 10.3.2 The Contractor shall not, nor shall it permit any member of the construction team to bring on, keep, store, use, release or dispose of any hazardous or potentially Hazardous material on, in or about the Project site except Permitted Materials and as required by section 10.3.8., subject to the requirements of §10.3.9.

§ 10.3.3 The Contractor shall cause the presence, use, storage and/or disposal of Permitted Materials by any member of the construction team to be in strict (not substantial) compliance in every respect with all applicable laws and shall promptly notify the Owner if any amount of Permitted Materials or any other Hazardous Materials are released on the Project site at any time in a quantity that would have to be reported or remediated under any applicable laws.

.1 the Contractor shall at its expense, without recovery from the Owner, under the Contract Sum or otherwise, fully and promptly remediate each and every release of Permitted Materials and any other Hazardous Materials in full compliance with all applicable laws, to the most stringent standards available under all applicable laws, and in cooperation with the Owner, except to the extent of contamination (i) that existed before Work began at the Project site and neither the Contractor nor any other member of the construction team has exacerbated such preexisting contamination after recognizing the presence and general location of such contamination, or (ii) was caused directly by the Owner, the Architect, a separate contractor of the Owner who is not a member of the construction team, or any third party. The Contractor shall be responsible if and to the extent, after recognizing the presence and general location of Hazardous Materials that were preexisting at the site, or after it should have recognized such presence and general location, it exacerbates such contamination.

§ 10.3.4 The Contractor shall at its expense, without recovery from the Owner, under the Contract Sum or otherwise, be solely responsible to the Indemnitees for and shall defend, indemnify and hold harmless the Indemnitees and the Project site from and against all claims, damages costs, fines, judgments and liabilities, including attorneys fees and costs, arising out of or in connection with the generation, release, transportation, storage, use, disposal or presence of Permitted Materials or Hazardous Materials at the Project site by or due to any member of the construction team or for any noncompliance with section 10.3 by any member of the construction team. The indemnity in the previous sentence and in section 10.3.4 does not include claims, damages, costs, fines, judgments or liabilities, to the extent they arise from (i) contamination that existed before Work began at the Project site which was not exacerbated by the Contractor or any member of the construction team (after it recognized or should have recognized the presence and general location of such contamination) or (ii) contamination that was caused directly by the Owner, the Architect, a separate contractor of the Owner who is not a member of the construction team, or any third party.

§ 10.3.5 The Contractor's responsibility under the foregoing indemnification shall include any and all governmentally mandated removal and/or clean up of any such Permitted Materials or Hazardous Materials.

§ 10.3.6 If the Contractor shall receive any notice, whether oral or written, of any inquiry, test, investigation, enforcement proceeding, environmental audit or the like by or against the Contractor, any member of the construction team, or the Work with regard to any permitted or Hazardous Materials at or emanating from the Project site, the Contractor shall immediately notify the Owner, Construction Manager and Architect.

§ 10.3.7 If any member of the construction team encounters on the Project site material, which it believes is a Hazardous Material in any form (other than Permitted Materials being used in an appropriate manner or asbestos, asbestos containing materials or polychlorinated biphenyl (PCBs) which have been rendered harmless), the Contractor shall (i) immediately stop Work in the area affected, (ii) report the condition to the Owner, Construction Manager and Architect as expeditiously as possible, and (iii) clear all persons from the area of exposure. The Work in the affected area shall not be resumed until the Hazardous Material has been removed or rendered harmless as evidenced by written agreement of the Owner and the Contractor. The term 'rendered harmless' shall be interpreted to mean that the levels are less than any applicable exposure standards set forth in OSHA regulations or other applicable state regulations and all applicable laws. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by any member of the construction team. Except for the Permitted Materials, no member of the construction team shall use any fill or other materials to be incorporated into the Work, which are Hazardous Materials, toxic or comprised of any items that are Hazardous Materials or toxic.

§ 10.3.8 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Construction Manager, Architect, Contractor, Subcontractors, and agents, officers, directors, affiliates and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees and litigation costs, arising out of or resulting from performance of the Work in an area affected by Hazardous Materials (excluding Permitted Materials and other Hazardous Materials brought to the site by the Contractor or persons for whom it is responsible and excluding all claims, damages, losses and expenses, including but not limited to attorney fees and litigation costs, arising out of or resulting from any exacerbation of preexisting contamination after the Contractor recognized or should have recognized the presence or general location of such preexisting contamination), if (i) in fact, the material presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent that such damage, loss or expense is not due to the negligence of the person seeking indemnity .

§ 10.3.9 The Contractor shall not be required to cause performance without its consent any Work relating to asbestos or PCB or other Hazardous Materials, except as otherwise required under this section 10.3. The Contractor agrees to excavate and stockpile on site soils with levels of contamination such that it can be safely and lawfully handled without special protective equipment if the Owner so requests. In such a circumstance, the Contractor shall comply with all applicable laws, shall be fully responsible for any non-compliance with all applicable laws, and shall indemnify, defend and hold harmless the Owner, Architect and Construction Manager for any and all claims damages, losses and expenses, including but not limited to attorney fees and litigation costs, arising from Contractor's failure to comply with applicable laws.

§ 10.3.10 The Contractor shall take care to minimize the use of any Hazardous Materials to the extent consistent with the orderly conduct of the Work. To the maximum extent practical, the Contractor shall cause Permitted Materials which contain Hazardous Materials (and any explosive materials which are not Hazardous Materials) to be stored off the Project site and off Owner's premises. Except for Permitted Materials, all Hazardous Materials used, stored or generated at the Project site by the construction team shall be used, stored, transported and disposed of in strict (not substantial) conformity with applicable laws, codes, rules, regulations, guidelines and orders of governmental authorities having jurisdiction. The Contractor shall maintain — and provide promptly to Owner upon demand — appropriate and complete documentation evidencing the Contractor's compliance with all such laws, codes, rules, regulations, guidelines and orders. The Contractor shall not permit inclusion of asbestos, polychlorinated biphenyls or urea formaldehyde in any construction materials. The Contractor shall be responsible for the removal and cleanup of all Hazardous Materials and wastes brought to the Project site or generated at the pProject site by any member of the construction team. The Contractor shall indemnify and defend the Indemnitees against and hold them harmless from all claims, suits, damages, losses, fines, penalties, costs and expenses, including attorneys' fees and litigation expenses, arising from or in connection with or otherwise relating to, the use, generation, storage, release, transporting and disposal of any Hazardous Materials or waste in connection with the Work excluding such items as are Owner's responsibility as set forth in § 10.3.8.

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§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
4. Claims for damages insured by usual personal injury liability coverage;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
7. Claims for bodily injury or property damage arising out of completed operations; and
8. Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18. Reference Project Manual Section 00500 – Insurance for the insurance provisions applicable to Contractor under this Contract.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be submitted to the Construction Manager for transmittal to the Owner with a copy to the Architect prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Construction Manager, the Construction Manager's consultants, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, unless the loss was caused Contractor or a party for whom the Contractor is responsible, in which case Contractor shall be responsible for the applicable deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit. Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or

otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

~~§ 11.3.1.6 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

§ 11.3.3 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.~~

§ 11.3.4 ~~If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order. The Owner, Architect and Construction Manager, "Barton Malow Company", shall be named as an additional insured on all property and liability policies. Refer to Project Manual 00500 – Insurance.~~

§ 11.3.5 ~~If during the Project construction period the Owner insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise. Before an exposure to loss may occur, the Owner shall file with the Construction Manager a copy of each policy that includes insurance coverages required by this Section 11.3. 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.~~

§ 11.3.6 ~~Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. 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. Waivers of Subrogation. Reference Project Manual Section 00500 – Insurance for the insurance provisions applicable to Contractor under this Contract. § 11.3.7 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary, through the Construction Manager, and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

§ 11.3.7 Waivers of Subrogation. ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees each of the other, and (2) the Construction Manager, Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as the Owner and Contractor may have to the proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, Owner's separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements,~~

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~~written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7. The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or distribution of insurance proceeds in accordance with the direction of the arbitrators.~~

~~§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. Bonds shall be executed by a responsible surety licensed and admitted in the state where Work is located, listed in the latest version of the Department of the Treasury's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," with the bond amount less than or equal to the underwriting limitation; and with an AM Best's rating of no less than A- VII or better. Bonds shall meet all other requirements set forth in Section 0500 – Bonds - of the Project Manual.~~

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The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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 Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense. If any portion of the Work is determined by the Owner, Construction Manager or Architect, either during performance of the Work or

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during any applicable warranty period, to be defective or not in compliance with the requirements therefor, the Construction Manager or Owner shall notify the Contractor in writing that such Work is rejected. Thereupon, the Contractor shall immediately replace and/or correct such Work by making the same comply strictly with all the requirements therefor. The Contractor shall bear all costs of correcting such rejected Work, including work of other Subcontractors and including compensation for the Architect's and Construction Manager's additional services and any delay or related damage to the Owner made necessary thereby. The Construction Manager shall have the right to charge the Contractor for any compensation payable for the Architect's or Construction Manager's additional services required by the Contractor's rejected Work and deduct the payment from the next payment due the Contractor.

...

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of an 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 written notice from the Owner or Construction Manager to do so unless the Owner or Construction Manager has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.4. Section 2.4., without affecting the surety(ies) obligations under the Bonds. Refer to the Project Manual Section 01740 - Warranties and Guarantees.

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

...

§ 12.2.6 Unless the Owner authorizes otherwise, Substantial Completion shall not commence the correction period for any equipment or systems that:

- .1 Are not fully operational (equipment or systems shall not be considered fully operational if they are intended to provide service to any portion of the building which the Owner has not accepted as substantially complete); or
- .2 Are not accepted by the Owner

§ 12.2.7 The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Failure to correct Work deficiencies and/or punch list items in a timely fashion shall be a material breach, and the Owner may terminate the Contract. Whether or not the Contract is terminated, if the Contractor fails to make corrections in a timely fashion, such Work may be corrected by the Owner, in its sole discretion, at the Contractor's expense and the Contract Sum may be adjusted by backcharge accordingly. The Contractor shall promptly notify the Construction Manager in writing when Work deficiencies and/or punch list items are completed. If upon review of the Work by the Construction Manager, after such notification by the Contractor, Work deficiencies and/or punch list items shall continue to exist, the Contractor shall reimburse the Owner for any costs incurred by the Owner, plus ten percent (10%) overhead and profit, as well as the Construction Manager's and Architect's fees for reinspections of the 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. The acceptance of nonconforming Work by the Owner shall be by written Change Order signed by the Owner's

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authorized representative. Acceptance of nonconforming Work may only occur pursuant to such written Change Order.

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§ 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.~~ The Contractor shall not assign the Contract as a whole or part without written consent of the other. If either party-Owner. If Contractor attempts to make such an assignment without such consent, that party-it and its surety(ies) 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.~~ Project. The Contractor shall execute all consents reasonably required to facilitate such assignment.

...

~~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.~~

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 national overnight courier service providing a tracking system and proof of delivery to the last business address known to the party giving notice. Owner or Construction Manager as Owner's Agent, may, at their option, serve notice on the Contractor by faxing a copy of the notice to the Contractor at its last known facsimile number and subsequently mailing the notice to the Contractor's last known business address.

...

§ 13.5.3 ~~If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, Documents or applicable law, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses shall be at the Contractor's expense services and expenses. The Contractor also agrees that the cost of testing services required for the convenience of the Contractor in its scheduling and performance of the Work, and the cost of testing services required for the convenience of the Contractor in its 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.~~

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~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. not bear interest~~

...

~~The Owner and the Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 the Contractor waive shall commence all claims and causes of action in accordance with Michigan law, regardless of time frames identified in this Agreement. The Contractor shall commence all claims and causes of action not commenced in accordance with this Section 13.7 in accordance with the Contract and in accordance with Michigan law.~~

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§ 13.7.2 Regardless of any provisions to the contrary, the statute of limitations with respect to any defect or nonconforming Work which is not discovered by the Owner shall not commence until the discovery of such defective or nonconforming Work by the Owner.

§ 13.8 Except where otherwise expressly required by the terms of the Contract, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such rights or remedy. Further, pursuit of such a right or remedy without prior notice to or approval or surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor.

...

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of ~~30~~90 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

...

- ~~3~~ Because the Construction Manager has not certified or 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, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- ~~4~~ The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section ~~2.2.1~~Documents subject to justifiable withholding of payment as described herein or in the Contract Documents.

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§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed ~~including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~

§ 14.1.4 If the Work is stopped for a period of ~~60 consecutive days~~90 consecutive days or if repeated suspensions, delays, or interruptions by the Owner as described in Paragraph 14.3 constitute in the aggregate the lesser of an amount equal to the Contract time or One Hundred Twenty (120) days in any one (1) year period through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

- ~~1~~ ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- ~~3~~ ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- ~~4~~ otherwise is guilty of substantial breach of a provision of the Contract Documents;
- ~~5~~ is petitioned bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency;
- ~~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 all the requirements of the Contract Documents; or
.8 fails after commencement of the Work to proceed continuously with the construction and completion of the Work for more than ten (10) days, except as permitted under the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, after consultation with the Construction Manager, and upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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~~ seventy-two (72) hours written notice, terminate employment of the Contractor and ~~may, subject to any prior rights of the surety, may;~~

...

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

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§ 14.4.1 The Owner ~~may, at any time, terminate the Contract for the Owner's convenience and without cause reserves the right to terminate the Contract, or any portion thereof, for convenience and without cause, even though the Contractor has not failed to perform any part of the Contract. Termination of the Work hereunder shall be effected by written notice to the Contractor. Upon receipt of such notice, the Contractor shall, unless the notice otherwise directs:~~

- .1 Immediately discontinue the terminated portion of the Work and the placing of all orders and subcontracts in connection with the terminated portion of the Work;
- .2 Immediately cancel all of the existing orders and subcontracts in connection with the terminated portion of the Work;
- .3 Immediately transfer to the Owner all materials, supplies, Work in progress, appliances, facilities, machinery and tools acquired by the Contractor in connection with the performance of the terminated portion of the Work, and take such action as may be necessary or as the Owner or Construction Manager may direct for protection and preservation of the Work relating to this Contract; and
- .4 Deliver all plans, drawings, specifications and other necessary information to the Owner through the Construction Manager.

§ 14.4.2 ~~Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall~~ If the Owner terminates the Contract for convenience, the following shall be the Contractor's exclusive remedies:

- ~~.1 cease operations as directed by the Owner in the notice;~~
14.4.2.1 Reimbursement of all actual expenditures and costs approved by the Owner through the Construction Manager and Architect as having been made or incurred in performing the terminated Work.
- ~~.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. 14.4.2.2 Reimbursement of expenditures made and costs incurred with the Owner's prior written approval in settling or discharging outstanding commitments entered into by the Contractor in performing the Contract; and

14.4.2.3 Payment of profit, insofar as profit is realized hereunder, of an amount equal to the estimated profit on the entire Contract at the time of termination multiplied by the percentage of completion of the Work. In no event shall the Contractor be entitled to anticipated fees or profits on Work not required to be performed.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. All obligations of the Contractor under the Contract with respect to completed Work, including but not limited to all warranties, guarantees, indemnities, insurance and bonds shall apply to all Work completed or substantially completed by the Contractor prior to a convenience termination by the Owner. Notwithstanding the above, any convenience termination by the Owner or payments to the Contractor shall be without prejudice to any claims or legal remedies that the Owner may have against the Contractor for any cause.

§ 14.4.4 Upon a determination that a termination of this Contract, other than a termination for convenience under this Paragraph 14.4, was wrongful or improper for any reason, such termination shall automatically be deemed converted to a convenience termination under this Paragraph 14.4, and the Contractor's remedy for such wrongful termination shall be limited to the recoveries specified under Subparagraph 14.4.2.

§ 14.4.5 Contractor is required to include a termination for convenience clause in all of its Subcontractor and Supplier contracts, in substantially similar form as set forth in this Paragraph 14.4, and that limits the Subcontractors and Suppliers to exclusive remedies no greater than those set forth in Subparagraph 14.4.2 that are available to Contractor. Contractor shall bear all costs arising or related to its failure to include such clause in its Subcontracts.

...

§ 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, 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~~ Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 Notice of Claims. Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Construction Manager and or Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated ~~Contractor must be made~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the ~~claimant~~ Contractor first recognizes the condition giving rise to the Claim, whichever ~~is later~~ is later, provided, however, that the Contractor shall use its best efforts to furnish the Construction Manager, Architect, and the Owner, as expeditiously as possible, with notice of any Claim including, without limitation, those in connection with concealed or unknown conditions, as soon as such Claim is recognized. Contractor shall cooperate with the Construction Manager, Architect, and the Owner in any effort to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition that is the cause of the Claim. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

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§ 15.1.4 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.3. A Project delay shall not be a basis for a Claim for additional costs. Delays may be remedied only through an extension of time per Section 15.1.5.

...

~~§ 15.1.6 Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

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

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

~~§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision interpretation. 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 interpretation shall be required as a condition precedent to mediation of any Claim litigation of any Claim brought by the Contractor against the Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision interpretation having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide interpret 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. Within ten (10) days or written request, the Contractor shall make available to the Owner or its representative all of its books, records, or other documents in its possession or to which it has access relating to a Claim and shall require its Subcontractors and Suppliers, regardless of tier, to do the same.~~

~~§ 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 an interpretation. 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 such 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 will, based on its interpretation, either reject or approve the Claim in whole or in part.~~

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

~~§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. Notwithstanding anything herein to the contrary, claims of the Owner shall be governed in accordance with the statute of limitations periods under Michigan Law.~~

~~§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

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

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

~~§ 15.3 Mediation~~

~~§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.~~

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

~~§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 15.4 Arbitration~~

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

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

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

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

~~§ 15.4.4 Consolidation or Joinder~~

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

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

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

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:43:53 on 08/24/2011 under Order No. 4038040027_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A232™ – 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**BARTON MALOW COMPANY
CONTRACTOR
INSURANCE REQUIREMENTS**

For agency work
March 10, 2008

1. As a condition of performing work under the Agreement, Contractor will keep in force, at all times during performance of the Work, policies of insurance covering all Basic Insurance Requirements and any applicable Supplemental Insurance Requirements. The requirements identified below are minimum requirements. If the Agreement or other Contract Documents impose additional or higher standards, Contractor shall meet those as well. Where a Controlled Insurance Program ("CIP") is specified in the Contract Documents, these insurance requirements shall not apply to coverages supplied by the CIP, but shall apply to coverages which Contractor is required to carry outside the scope of the CIP.
2. **Basic Insurance Requirements**
 - 2.1. Workers' Compensation covering Contractor's statutory obligations in the State(s) in which the Work is to be performed or Federal statutory obligations, if applicable to the Project, and Employers' Liability insurance with limits of liability of \$1,000,000 EL Each Accident, EL Disease – Each Employee, and EL Disease – Policy Limit. Where applicable, a US Longshore and Harborworker's Compensation Act endorsement must be included.
 - 2.1.1. If Contractor employs the services of leased employees for the Work or for a portion of the Work, it will be required to submit evidence, to the satisfaction of Barton Malow Company, that such leased employees are fully covered by the minimum limits of Workers' Compensation and Employers' Liability Insurance. Such evidence shall include, but not be limited to, submission of the applicable leasing agreement.
 - 2.2. Automobile Liability insurance with the limit of \$1,000,000 per accident covering Contractor's owned, non-owned and hired automobiles.
 - 2.3. Commercial General Liability insurance written on the 1988 ISO OCCURRENCE policy form or subsequent versions with limits of liability as follows:

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 2,000,000
Personal/Advertising Injury	\$ 2,000,000
Each Occurrence	\$ 2,000,000

This coverage shall include coverage for premises-operations, independent contractors' protective, products and completed operations, personal injury and broad form property damage (including coverage for explosion, collapse, and underground hazards), and Contractual Liability protection with respect to Contractor's indemnification obligations under the Contract Documents. Products-completed operations coverage must be maintained for at least two years after final completion of the Project.
3. **Supplemental Insurance Requirements**
 - 3.1. Watercraft Protection and Indemnity Liability insurance if any of the Work is on or over navigable waterways or involves use of any vessel. Limits are to be approved by Barton Malow Company in writing.
 - 3.2. Aircraft Liability insurance if any aircraft is used in performance of the Work. Limits are to be approved by Barton Malow Company in writing.
 - 3.3. Railroad Protective Liability insurance if any of the Work is on or within 50 feet of any railroad or affects railroad property, including but not limited to tracks, bridges, tunnels, and switches. Limits are to be approved by Barton Malow Company in writing.
 - 3.4. Professional Liability insurance, if Professional Services are provided, with limits of liability as follows:

Each Claim	\$ 5,000,000
Aggregate	\$ 5,000,000

Provided, however, that if the Subcontract Price is \$10,000,000 or less, then the following limits of liability shall apply:

Each Claim	\$ 2,000,000
Aggregate	\$ 2,000,000

Contractor shall keep such Professional Liability insurance in force during the Agreement, and for three years after final completion of the Project.
 - 3.5. Pollution Liability insurance, which must be on an occurrence basis, if Environmental Services are provided. "Environmental Services" means any abatement, removal, remediation, transporting, or disposal of a Hazardous Material, or any assessments or consulting relating to same. Limits of liability for Pollution Liability insurance shall be as follows:

Each Occurrence	\$ 5,000,000
Aggregate	\$ 5,000,000
4. **General Provisions**
 - 4.1. Every policy must be written by an insurance company licensed in the state where work is being done and is reasonably acceptable to Barton Malow Company and Owner.
 - 4.2. Limits for Employer's Liability, Commercial General Liability and Automobile Liability may be attained by a combination of an underlying policy with an umbrella or excess liability policy.

- 4.3. "Barton Malow Company," Owner, and all other entities as required in the Contract Documents shall be endorsed as additional insureds on Contractor's liability insurance (including general liability, excess liability, automobile liability and pollution liability, where applicable) with respect to liability arising out of activities, "operations" or "work" performed by or on behalf of Contractor, including Barton Malow Company's general supervision of Contractor, products and completed operations of Contractor, and automobiles owned, leased, hired or borrowed by Contractor. The coverage provided by the additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B CG 20 10 11 85 or CG 20 26 11 85. Forms that do not provide additional insured status for completed operations will not be accepted. In no case shall any additional insured endorsement exclude coverage for Barton Malow Company's or Owner's own negligence nor limit coverage for Barton Malow Company or Owner only to potential liability incurred solely as a result of Barton Malow Company's or Owner's acts or omissions. Furthermore, nothing in the additional insured endorsement shall limit Barton Malow Company's or Owner's products-completed operations coverage to only those liabilities arising from Contractor's "ongoing operations".
- 4.4. Contractor will furnish, before any work is started, certificates of insurance and copies of any additional insured endorsements for Contractor's liability policies showing the required coverages. Receipt by Barton Malow Company of a non-conforming certificate of insurance without objection, or Barton Malow Company's failure to collect a certificate of insurance, shall not waive or alter Contractor's duty to comply with the insurance requirements. Modifications to these insurance requirements will not be effective unless made in a writing executed by an authorized representative of Barton Malow Company. Upon written request by Barton Malow Company, Contractor will provide copies of its insurance policies.
- 4.5. Evidence of the required insurance is to be provided to Barton Malow Company on ACORD Certificate Form 25-S and must indicate:
 - 4.5.1. Any coverage exclusions or deviations from the 1988 ISO commercial general liability form or subsequent versions;
 - 4.5.2. A Best's rating for each insurance carrier at A minus VII or better;
 - 4.5.3. That the issuing insurance company will provide thirty (30) days written notice of cancellation to the certificate holder and the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" do not apply or have been removed;
 - 4.5.4. That additional insured endorsements have been provided as required under the Contract Documents; and
 - 4.5.5. Any deductibles over \$10,000 applicable to any coverage.
- 4.6. All coverage must be primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for Barton Malow Company, Owner, or other additional insureds.
- 4.7. Contractor will provide full coverage for all of Contractor's equipment, property and tools used in the Work.
- 4.8. Contractor shall waive, and shall require (by endorsement or otherwise) its insurers providing the coverage required by these insurance requirements to waive, subrogation rights against Barton Malow Company, Owner, and all other additional insureds for losses and damages incurred and/or paid under the insurance policies required by these insurance requirements or other insurance applicable to Contractor or its Subordinate Parties, and will include this same requirement in contracts with its Subordinate Parties. If the policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.
- 4.9. Contractor will send or fax a copy of these insurance requirements to its agent when an insurance certificate is requested to assure that the policies comply with the insurance requirements.
- 4.10. If Contractor requires its Subordinate Parties to provide additional insured endorsements in favor of Contractor, those endorsements shall be extended to Barton Malow Company, Owner and all other required additional insureds.
- 4.11. Contractor's duty to provide the insurance coverage set forth in these insurance requirements is a severable obligation from Contractor's indemnification obligations under the Contract Documents. Nothing in these insurance requirements shall be deemed to limit Contractor's liability under the Agreement.
- 4.12. If these insurance requirements are used in conjunction with a Project where an Affiliated Company of Barton Malow Company is acting as Construction Manager, Design Builder or otherwise (the "Construction Entity"), the term "Barton Malow Company" as used in these insurance requirements shall be deemed to be replaced with the name of the Construction Entity, and the additional insured requirements of Section 4.3 above shall be amended to include "Barton Malow Company", and all partners and/or members of the Construction Entity as applicable. "Affiliated Company" means any entity in which Barton Malow Company has an ownership interest.

DRAFT AIA® Document A132™ - 2009

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

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)

«New Haven Community Schools»
«30375 Clark Street
P.O. Box 482000
New Haven, MI 48048
Troy School District
4400 Livernois
Troy, MI 48098»
«Telephone Number: 248-823-4000/586-749-5123»
«Fax Number: 248-823-4013/586248-749-6307»

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

« »
« »
« »
« »

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

«Troy School District – 2013 Bond Program
New Haven Community Schools»
« »
« »

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

«Barton Malow Company»
«24200 F.V. Pankow Blvd.
Clinton Township, MI 48036»
« »
« »

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

«TMP Architecture Inc
1191 West Square Lake Road
Bloomfield Hills, MI 48302
Fanning Howey»
«2800+ Cabot

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

Suite 110

Novi, MI 48377»

«Telephone Number: 248-338-4561 248-848-0123»

«Fax Number: 248-338-0223 248-848-0133»

The Owner and Contractor agree as follows.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	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 Modifications, 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages, mechanics' liens and other security interests, the Owner's time requirement shall be as follows:

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of the Work

Substantial Completion Date

[Redacted]

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

<>

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 one of the following:

(Check the appropriate box.)

[] Stipulated Sum, in accordance with Section 4.2 below

[] Cost of the Work plus the Contractor's Fee without a Guaranteed Maximum Price, in accordance with Section 4.3 below

[] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 4.4 below

(Based on the selection above, complete Section 4.2, 4.3 or 4.4 below. Based on the selection above, also complete either Section 5.1.4, 5.1.5 or 5.1.6 below.)

§ 4.2 Stipulated Sum

§ 4.2.1 The Stipulated Sum shall be <> (\$ <>), subject to additions and deletions as provided in the Contract Documents.

§ 4.2.2 The Stipulated Sum is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

<>

§ 4.2.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
[Redacted]	[Redacted]	[Redacted]

§ 4.2.4 Allowances included in the Stipulated Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
[Redacted]	[Redacted]

§ 4.3 Cost of the Work Plus Contractor's Fee without a Guaranteed Maximum Price

§ 4.3.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

←→

§ 4.3.3 The method of adjustment of the Contractor's Fee for changes in the Work:

←→

§ 4.3.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

←→

§ 4.3.5 Rental rates for Contractor owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 4.3.6 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ 4.3.7 The Contractor shall prepare and submit to the Construction Manager for the Owner, in writing, a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the items in Section A.1 of Exhibit A, Determination of the Cost of the Work.

§ 4.4 Cost of the Work Plus Contractor's Fee with a Guaranteed Maximum Price

§ 4.4.1 The Contract Sum is the Cost of the Work as defined in Exhibit A, Determination of the Cost of the Work, plus the Contractor's Fee.

§ 4.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee.)

←→

§ 4.4.3 The method of adjustment of the Contractor's Fee for changes in the Work:

←→

§ 4.4.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

←→

§ 4.4.5 Rental rates for Contractor owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project.

§ 4.4.6 Unit Prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
<input type="text"/>	<input type="text"/>	<input type="text"/>

§ 4.4.7 Guaranteed Maximum Price

§ 4.4.7.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed (\$), subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

←→

§ 4.4.7.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

←→

§ 4.4.7.3 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

§ 4.4.7.4 Assumptions, if any, on which the Guaranteed Maximum Price is based:

←→

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and upon certification of the Project Application and Project Certificate for Payment or Application for Payment and Certificate for Payment by the Construction Manager and Architect and issuance by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

«the 15th day of each month. All rough drafts are due on or before the 10th day and Three originals, sworn statements and insurance certificates are due on or before the 15th day of each month. NO EXCEPTIONS TAKEN.»

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§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the «15th» day of a month, the Owner shall make payment of the certified amount in the Application for Payment to the Contractor not later than the «5th» day of the «second» month following submission. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than «Eighty» («80») days after the Construction Manager receives the Application for Payment.

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(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 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.

§ 5.1.4.3 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «Ten» percent

- (~~«10»~~ %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 7.3.9 of the General Conditions;
- .2 Add 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), less retainage of ~~«Ten»~~ percent (~~«10»~~ %);
 - .3 Subtract the aggregate of previous payments made by the Owner; and
 - .4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.

§ 5.1.4.4 The progress payment amount determined in accordance with Section 5.1.4.3 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ~~«Ninety»~~ percent (~~«90»~~ %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions.

~~§ 5.1.4.5 Reduction or limitation of retainage, if any, shall be as follows:~~

~~(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.4.3.1 and 5.1.4.3.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)~~

~~§ 5.1.5 Progress Payments Where the Contract Sum is Based on the Cost of the Work without a Guaranteed Maximum Price~~

~~§ 5.1.5.1 With each Application for Payment, the Contractor shall submit the cost control information required in Exhibit A, Determination of the Cost of the Work, along with payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner, Construction Manager or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~§ 5.1.5.2 Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.~~

~~§ 5.1.5.3 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~.1 Take the Cost of the Work as described in Exhibit A, Determination of the Cost of the Work;~~
- ~~.2 Add the Contractor's Fee, less retainage of ~~«»~~ percent (~~«»~~ %). The Contractor's Fee shall be computed upon the Cost of the Work described in that Section at the rate stated in that Section; or if the Contractor's Fee is stated as a fixed sum, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of ~~«»~~ percent (~~«»~~ %) from that portion of the Work that the Contractor self-performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Article 5 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or withdrawn a Certificate for Payment as provided in Section 9.5 of AIA Document A232™ 2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.~~

~~§ 5.1.5.4 The Owner, Construction Manager and Contractor shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~§ 5.1.5.5 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager and Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Article 5 or other supporting data; that the Construction Manager and Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager and Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~§ 5.1.5.6 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.~~

~~§ 5.1.6 Progress Payments Where the Contract Sum is Based on the Cost of the Work with a Guaranteed Maximum Price~~

~~§ 5.1.6.1 With each Application for Payment, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.~~

~~§ 5.1.6.2 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 and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager and Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.~~

~~§ 5.1.6.3 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. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.~~

~~§ 5.1.6.4 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:~~

- ~~1. Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.10 of AIA Document A232-2009;~~
- ~~2. Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;~~
- ~~3. Add the Contractor's Fee, less retainage of $\langle \rangle$ percent ($\langle \rangle$ %). The Contractor's Fee shall be computed upon the Cost of the Work at the rate stated in Section 4.4.2 or, if the Contractor's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~4. Subtract retainage of $\langle \rangle$ percent ($\langle \rangle$ %) from that portion of the Work that the Contractor self-performs;~~
- ~~5. Subtract the aggregate of previous payments made by the Owner;~~

- ~~.6 Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Section 5.1.6.1 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.7 Subtract amounts, if any, for which the Construction Manager or Architect have withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A232-2009.~~

~~§ 5.1.6.5 The Owner and the Contractor shall agree upon a (1) mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Contractor shall execute subcontracts in accordance with those agreements.~~

~~§ 5.1.6.6 In taking action on the Contractor's Applications for Payment, the Construction Manager and Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Construction Manager or Architect have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 5.1.6.1 or other supporting data; that the Construction Manager or Architect have made exhaustive or continuous on-site inspections; or that the Construction Manager or Architect have made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.~~

~~§ 5.1.6.7 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 Section 12.2 of AIA Document A232-2009, and to satisfy other requirements, if any, which extend beyond final payment;
- ~~.2 the Contractor has submitted a final accounting for the Cost of the Work, pursuant to Exhibit A, Determination of the Cost of the Work when payment is on the basis of the Cost of the Work, with or without a Guaranteed Maximum payment; and~~
- ~~.3 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect; such final payment shall be made by the Owner not more than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:~~

«Per Manual »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A232-2009, unless the parties appoint below another individual, not a party to this Agreement, to serve as 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 Section 15.3 of AIA Document A232-2009, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, 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.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A232-2009.

[] Litigation in a court of competent jurisdiction.

[] Other: (Specify)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009.

~~§ 7.2 Where the Contract Sum is Based on the Cost of the Work with or without a Guaranteed Maximum Price~~

~~§ 7.2.1 Subject to the provisions of Section 7.2.2 below, the Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232-2009.~~

~~§ 7.2.2 The Contract may be terminated by the Owner for cause as provided in Article 14 of AIA Document A232-2009; however, the Owner shall then only pay the Contractor an amount calculated as follows:~~

- ~~.1 Take the Cost of the Work incurred by the Contractor to the date of termination;~~
- ~~.2 Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Sections 4.3.2 or 4.4.2, as applicable, or, if the Contractor's Fee is stated as a fixed sum, an amount that bears the same ratio to that fixed sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and~~
- ~~.3 Subtract the aggregate of previous payments made by the Owner.~~

~~§ 7.2.3 If the Owner terminates the Contract for cause when the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, and as provided in Article 14 of AIA Document A232-2009, the amount, if any, to be paid to the Contractor under Section 14.2.4 of AIA Document A232-2009 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount calculated in Section 7.2.2.~~

~~§ 7.2.4 The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 7.2.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of receiving the payments referred to in this Article 7, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.~~

~~§ 7.2.5 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232-2009; in such case, the Contract Sum and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A232-2009, except that the term "profit" shall be understood to mean the Contractor's Fee as described in Sections 4.3.2 and 4.4.2 of this Agreement.~~

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232-2009 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 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.)

%

§ 8.3 The Owner's representative:

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User Notes:

(1748318584)

(Name, address and other information)

«Ken Miller
1140 Rankin Dr.
Troy, MI 48083→
«30375 Clark Street
P.O. Box 482000
New Haven, MI 48048»

<>
<>
<>
<>

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

<>
<>
<>
<>
<>
<>

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

§ 8.6 Other provisions:

«NONE»

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A132-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition.

§ 9.1.2 The General Conditions are, AIA Document A232-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Refer to Attachment "A"			

§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<>

Section	Title	Date	Pages
Refer to Attachment "A"			

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<>



Number	Title	Date
Refer to Attachment "A"		

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Refer to Attachment "A"		

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents are:

- ~~.1 AIA Document A132™ 2009, Exhibit A, Determination of the Cost of the Work, if applicable.~~
- ~~.2 AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:~~

- ~~.3 AIA Document E202™ 2008, Building Information Modeling Protocol Exhibit, if completed, or the following:~~

- .41 Other documents, if any, listed below:
(List here any additional documents which are intended to form part of the Contract Documents. AIA Document A232–2009 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor’s bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

~~«Post Bid Review dated:
Attachment "A" dated: »~~

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A232–2009.
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A232–2009.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
Refer to Project Manual	

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

OWNER (Signature)

CONTRACTOR (Signature)

« »

(Printed name and title)

« »

(Printed name and title)

SECTION 00810
ON-SITE PROJECT SAFETY AND LOSS CONTROL PROGRAM

1 SUBCONTRACTOR'S SAFETY REQUIREMENTS

1.01 Generally the Subcontractor

- 1.01.1 is responsible for its own Safety Program for Work on this Project that is at least as stringent as the requirements set forth in this section of the Project Manual.
- 1.01.2 shall provide a safe workplace and shall otherwise take all precautions for the safety of Subordinate Parties and persons and property in or near the premises where Work is being performed.
- 1.01.3 shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, applicable provisions of the Occupational Safety and Health Act ("OSHA") and/or the governing state law.
- 1.01.4 shall comply with all requirements stated in the Site Specific Safety Instructions (SSSI) form or elsewhere in the Contract Documents.
- 1.01.5 shall ensure that its employees understand and comply with applicable safety and health programs, rules, and regulations.
- 1.01.6 will assign an individual to act as Safety Representative who will have the responsibility of resolving safety matters, and act as a liaison among Subcontractor, CM and the Owner. The Safety Representative must be a person who is capable of identifying existing and predictable hazards in surroundings that are unsanitary, hazardous or dangerous to employees, and has the authority to take prompt corrective measures to eliminate them. The Safety Representative must meet the standards for a Competent Person under applicable law when required (scaffolding, confined spaces, etc.). The Safety Representative must be on site full time. The Safety Representative or an alternate must attend periodic safety meetings as directed by CM. The safety representative must have completed the OSHA 30 hour Construction Training Course.
- 1.01.7 shall ensure that its site supervisors and/or Safety Representative attend a pre-construction meeting where planning for safe execution of the project will be addressed.
- 1.01.8 is fully responsible for all Hazardous Materials it creates or releases in connection with, or brings to, the Project. Subcontractor shall immediately report to CM any Hazardous Materials that it discovers or which are released at the Project.
- 1.01.9 Minimum training for on-site employees shall include basic safety orientation, task-specific safety instruction, weekly Tool Box Talks, and other periodic safety meetings. Subcontractor shall document all such training.
- 1.01.10 shall self-inspect its areas of control to assure compliance with the safety requirements.
- 1.01.11 All on-site employees of either Subcontractor] or its Subordinate Parties are required to report any unsafe act or condition and any work-related injuries or illness immediately to a supervisor. If the act or condition can be safely and easily corrected, the employee or supervisor should make the correction.
- 1.01.12 shall notify CM immediately of all injuries requiring clinical attention and all property damage potentially in excess of \$1,000.
- 1.01.13 shall have emergency procedures to deal with the immediate removal and treatment, if necessary, of any employee who may be injured or become ill. Subcontractor] shall keep on the Project site a first-aid kit supplied according to current regulations, and shall have on-site a person trained to administer first aid.
- 1.01.14 shall inform CM of the arrival of any federal or state inspector or compliance officer prior to touring the site. Any reports, citations, or other documents related to the inspection shall be provided promptly to Barton Malow.

- 1.01.15 shall have a written Substance Abuse Policy. The use or possession of illegal drugs or the use of alcohol while performing Work on the Project are strictly prohibited and will lead to immediate removal from the Project.
 - 1.01.16 shall be responsible for payment of all safety-related citations, fines and/or claims arising out of or relating to its Work levied against the Owner, Architect, CM, or their employees or affiliates.
 - 1.01.17 CM has the right to require that Subcontractor H submit monthly its hours worked and incident rates for the Project.
- 1.02 Additional CM Requirements
- 1.02.1 Work crews shall conduct a Job Hazard Analysis (JHA,) discussion (i.e. Huddle) to plan for safe performance before beginning any work task. Subcontractor is required to prepare a written record of each JHA.
 - 1.02.2 All workers, management, and visitors shall wear approved hard hats while on site, outside the trailers. Cowboy-style hard hats are prohibited. Hardhats must not be removed to use welding shields. Welding shields must attach to hardhats or be hand held.
 - 1.02.3 Sleeved shirts (minimum of four inches), long pants, and durable work boots are required minimum clothing.
 - 1.02.4 Personal cell phones are not to be used on construction sites except to report an emergency or on approved break time. Use of business cell phones must not interfere with jobsite safety.
 - 1.02.5 Personal radios or music players are not permitted.
 - 1.02.6 All persons working at elevations of six feet or greater must have 100% continuous fall protection. Engineering controls are preferred, but personal fall arrest systems are also permissible. An exception is permitted for safe use of ladders up to 24 feet long.
 - 1.02.7 Subcontractor is responsible to repair or restore any barricade that it modifies or removes.
 - 1.02.8 Class II III (household) stepladders are prohibited; metal ladders are strongly discouraged.
 - 1.02.9 All scaffolds must be inspected daily and before each use for safety compliance. Scaffold inspection tags must be used. Scaffolds shall never be left in an unsafe condition and must be removed/disabled immediately if not to be used again.
 - 1.02.10 All persons operating cranes must be certified as crane operators by the National Commission on the Certification of Crane Operators (NCCCO), Crane Institute Certification (CIC) or Operating Engineers Certification Program (OCEP). Daily written crane inspection reports must be prepared by the operator and kept with the crane, available for inspection.
 - 1.02.11 Riding the headache ball is prohibited.
 - 1.02.12 All dozers, loaders, tractors and end loader backhoes must have functioning backup alarms.
 - 1.02.13 Keep equipment at least 15 feet from energized power lines.
 - 1.02.14 Electrical, pneumatic, and other energy systems that could be accidentally energized or started up while work is in process must be locked out (not merely tagged out).
 - 1.02.15 Only fire retardant materials may be used to build shanties or other temporary enclosures inside of buildings finished or under construction. Shanties shall be continually policed by their occupants to prevent the accumulation of waste or other combustibles.
 - 1.02.16 Engineering controls must be used to restrain silica dust per applicable law. Dry cutting without engineering controls is prohibited.
 - 1.02.17 The Contractor is required to design and implement a Stretch and Flex program for their employees. The purpose of the program is to gently condition the muscles and tendons for the workers before they engage in their duties in order to avoid injury. All contractors of any tier shall ensure that all employees participate in stretching exercises at the beginning of the work

day. It is recommended that you consult with your insurance carrier, licensed physician or other medical personnel to develop suitable stretches for your work crew.

1.02.18 The Contractor is required to implement a glove program. All workers performing construction work must wear appropriate protective work gloves. When not performing work gloves must be kept available for immediate use. Cut resistant work gloves are required for any operation with sharp material or cut potential.

2 Subcontractor’s SAFETY SUBMITTALS

2.01 Subcontractors shall provide copies of the following written safety submittals to CM at the times indicated:

Submittal	Timing
Contractor Safety Certificate, Barton Malow form SAF 6.3.3.3	Before on-site work begins
Site-specific Safety Program, including substance abuse policy, hazard communication program, and Material Safety Data Sheets (MSDS)	Before on-site work begins
Tool Box Talk Reports	Weekly
Incident Reports (OSHA form 301 or equivalent)	Within 24 hours of incident
Hours worked and incident rates	Monthly
Stretch and Flex program	Before on-site work begins

2.02 Barton Malow’s receipt of the Safety Program or other submittals from Subcontractor does not constitute approval of the Program or submittal or permission to deviate from the requirements of the Contract Documents and applicable law.

2.03 Subcontractor will allow inspection of, and CM may request copies of, any and all safety-related documents and records in its possession relating to the Project.

3 CM RIGHTS

3.01 **Safety Hazard Notifications** may be issued to the Subcontractor when an unsafe act or condition is reported or observed. CM shall not be required to supervise the abatement or associated reprimand of unsafe acts or conditions within a Subcontractor’s scope of work as this is solely the responsibility of Subcontractor. Nevertheless, CM has the right, but not the obligation, to require Subcontractor to cease or abate any unsafe practice or activity it notices, at Subcontractor’s sole expense.

3.02 Contractor/Subcontractor’s failure to comply with the contract safety requirements will be considered a default of the Agreement, and may result in remedial action including, but not limited to, withholding of payment of any sums due or termination.

3.03 CM’s failure to require the submission of any form, documentation, or any other act required under this Section, 00810, of the Project Manual shall not relieve the Subcontractor from any of its safety obligations.

3.04 Nothing in this Section or in this Agreement makes CM responsible or liable for protecting Subcontractor’s employees and other Subordinate Parties or assuring or providing for their safety or preventing accidents or property damage.

3.05 All requirements referenced in this Section 00810 are binding on Subcontractor and all of its Subordinate Parties, even where such requirements may exceed the standards of applicable law.

END OF SECTION 00810



SITE-SPECIFIC SAFETY INFORMATION (SSSI) FORM
ZERO TOLERANCE FOR UNSAFE ACTS OR CONDITIONS

PROJECT IDENTIFICATION

Owner Name: Troy School District
 Jobsite Location: Multiple
 Jobsite Phone (voice):

Project Name: 2013 Bond
 BMC Project No.: 140077
 Jobsite Fax:

PROJECT OPERATIONAL LEADERSHIP

Title	Name	Office Phone #	Cell Phone #	24-hour contact #
Project Director	Ron Curtis	586.405.3944	586.405.3944	
Project Manager	Doug Madden/Kendra Fecho	248.219.4295/586.557.2263	586.405.3944	586.405.3944
Project Engineer	Gerrit Littrup	248-417-8952	248.417.8952	248.417.8952
Superintendent	Doug Madden/Keith Merritt	248.219.4295/248.866.0344	810.217.6501	810.217.6501
Safety Representative	Jim Fraley	248.436.5284		
Owner's Representative	Ken Miller	248-823-4050	248.961.4750	248.961.4750
Comcast Emergency				

EMERGENCY RESPONSE INFORMATION

Key Phone Numbers

Emergency response (medical/fire): 911
 Police Dept. (non-emergency): 248.524.3477
 Fire Dept. (non-emergency): 248.534.3419
 Security Service: Audio Sentry Security-586.294.2941

Injury Response

Certified First Aid Provider at Jobsite:
 Name: See each trade Safety manual Cell:
 Location of First Aid Equipment: Each Job-site
 Nearest Hospital: William Beaumont Hospital, 44201 Dequindre Rd., Troy MI.
 Directions to Hospital: South of South Blvd, west side of Dequindre
 Hospital phone number: 248.964.5000
 Recommended Clinic: Concentra
 Directions to Clinic: 627 E. Maple
 Clinic phone number: 248.524.1912
 Clinic hours: 7:00 AM-7:00 PM M-F 9:00 AM-1:00 PM sat.
 BMC Safety Department: 248-436-5488

Utilities

Gas Company: Consumers 800.477.5050
 Electric Company: DTE 800.477.4747
 Water Company: Troy Water Division-248.524.3370

Evacuation/Rescue

Location of rescue equipment: AED in School office
 Gathering point after evacuation: See each foreman
 Severe weather shelter: In the school

Emergency Signals

Evacuation (fire, bomb, etc.):

Seek Shelter (weather):

All Clear:

Other emergency information:

- Arch Environmental, Roosevelt Austin -734-576-0765-Report any suspicious material to BMC and stop work in area if damage has occurred
- Comcast- Tim Dickinson- 586-883-741Repair.

OTHER SITE-SPECIFIC SAFETY INFORMATION

(If not applicable or no additional information beyond Contract Documents, leave item blank.)

- 1) General Safety Requirements. Each Contractor on the jobsite is required to observe all applicable laws and contractual duties, including Section 00810 of the Project Manual and any procedures or other requirements set forth in this SSSI form or its Exhibits. Nothing stated in or omitted from this SSSI form excuses compliance with requirements stated elsewhere in the Contract Documents. The failure to identify a safety condition in this document does not represent or warrant that no such condition is present.
- 2) Postings. Notices required by federal or state law regarding safety, employment, and other matters will be posted on a bulletin board at the following jobsite location: BMC field office 1140 Rankin, Troy MI. 48083.
- 3) MSDS forms. Material Safety Data Sheet (MSDS) information for all Contractors will be maintained at the following jobsite location: BMC field office 1140 Rankin, Troy MI. 48083
- 4) Owner Requirements. Special Owner safety requirements for this project are:
 - a) Attached as Exhibit SSSI-4; or
 - b) Stated here: Owner has not stated any special requirements to date
- 5) Insurance. Is this project covered by a Controlled Insurance Program (CIP)?
 - a) Yes, an Owner Controlled Insurance Program (OCIP)
 - b) Yes, a Contractor Controlled Insurance Program (CCIP)
 - c) No CIP
 - d) CIP procedures or other special insurance procedures are:
 - i) Attached as Exhibit SSSI-5; or
 - ii) Stated here: Insurance submitted to BMC office from each trade.
- 6) Employees. Information on employee requirements specific to this jobsite (jobsite safety orientation, identification badges, drug testing, etc.) is:
 - a) Attached as Exhibit SSSI-6; or
 - b) Stated here: Safety orientation CD to be issued to each trade to be given to each employee. BMC will field test each employee and issue the hard hat sticker.
- 7) Planning. Information on special requirements for safety planning (e.g., written job hazard analysis or pre-task planning) is:
 - a) Attached as Exhibit SSSI-7; or
 - b) Stated here: Each trade has to fill out the BMC issued trade daily report-pre task form prior to each shift. Submit a copy end of each week.
- 8) Jobsite Access. Information relating to site access (parking, pedestrians, deliveries, heavy equipment, traffic control, emergency vehicle access, etc.) is:
 - a) Attached as Exhibit SSSI-8; or
 - b) Stated here: Access for other trades and employees of both trades and Troy school district.
- 9) Jobsite Security. Information relating to jobsite security procedures (security services, visitor policy, etc.) is:
 - a) Attached as Exhibit SSSI-9; or
 - b) Stated here: Custodial staff turns off security alarm 6:30 AM and turns back on at end of shift, 4:30 PM

- 10) Staging and Laydown. Information on staging and laydown areas at the jobsite is:
- a) Attached as Exhibit SSSI-10; or
 - b) Stated here: Coordinated with BMC superintendent and respective trades and TSD.
- 11) Cranes. Special requirements associated with crane access or placement at the jobsite are:
- a) Attached as Exhibit SSSI-11; or
 - b) Stated here: Copies of certification of crane operator on file in safety manual on each site, lift plans required prior to lifts.
- 12) Environmental Hazards. Information on hazards and procedures associated with environmental conditions at the jobsite (including known or suspected hazardous materials, toxic chemicals, pollutants, etc.) is:
- a) Attached as Exhibit SSSI-12; or
 - b) Stated here: Each school has a copy of survey for ACM's
- 13) Utilities. Information on hazards and procedures associated with underground or overhead utilities at the jobsite is:
- a) Attached as Exhibit SSSI-13; or
 - b) Stated here: Site work contractor has to call Miss dig, and private utilities contractors to mark prior to excavation work beginning.
- 14) Risks to or from Property. Information on structures, animals, plants, habitats, artifacts, or other property, on or near the jobsite, which either present a hazard or must be protected from damage, is:
- a) Attached as Exhibit SSSI-14; or
 - b) Stated here:
- 15) Sitework. Information on management of stormwater or sediment runoff at this jobsite is:
- a) Attached as Exhibit SSSI-15; or
 - b) Stated here: Nagle Paving Company has this contract.
- 16) Underground. Information on known or suspected unusual conditions in the soil or underground at this jobsite is:
- a) Attached as Exhibit SSSI-16; or
 - b) Stated here:
- 17) Interim Life Safety. Information on how interim life safety measures will be handled during construction is:
- a) Attached as Exhibit SSSI-17; or
 - b) Stated here:
- 18) Fire Protection. Information on fire hazards and procedures specific to this jobsite is:
- a) Attached as Exhibit SSSI-18; or
 - b) Stated here:
- 19) Confined Spaces. Information on confined spaces at the jobsite and procedures for safe entry is:
- a) Attached as Exhibit SSSI-19; or
 - b) Stated here:
- 20) Energy Lockout/Tagout. Information on hazards from energized systems (electrical, machinery, high pressure piping, etc.) and lockout/tagout procedures is:
- a) Attached as Exhibit SSSI-20; or
 - b) Stated here:
- 21) Infection Control. Information on special procedures for infection control is:
- a) Attached as Exhibit SSSI-21; or
 - b) Stated here:

22) Hazardous Operations. Information on unusual or hazardous construction methods or other dangerous operations at or near the jobsite (demolition, blasting, etc.) is:

- a) Attached as Exhibit SSSI-22; or
- b) Stated here:

23) Other. Other information on hazards or safety-related procedures or requirements for the jobsite is:

- a) Attached as Exhibit SSSI-23; or
- b) Stated here:

**SECTION 00840
HAZARDOUS MATERIALS**

1. DEFINITION OF HAZARDOUS MATERIALS

- 1.1. A “Hazardous Material”, as used in this Project Manual means asbestos; asbestos containing material; lead (including lead-based paint); PCB; molds; any other chemical, material, or substance subject to regulation as a hazardous material, hazardous substance, toxic substance, or otherwise, under applicable federal, state, or local law; and any other chemical, material, or substance that may have adverse effects on human health or the environment.

2. AWARENESS OF HAZARDOUS MATERIALS

- 2.1. Each Contractor shall be constantly aware of the possible discovery of Hazardous Materials. Should Contractor encounter any Hazardous Material or suspected Hazardous Material, the Contractor shall immediately stop Work in the area affected and report the condition to CM.
- 2.2. If the Contractor encounters any Hazardous Material or suspected Hazardous Material, the Contractor agrees to immediately initiate the required procedures of the Environmental Protection Agency (EPA), and/or state or local agencies having jurisdiction to protect any and all persons exposed to the affected areas or adjacent areas affected thereby
- 2.3. Contractor is fully responsible for all Hazardous Materials it creates or releases in connection with, or brings to, the Project
- 2.4. Each Contractor shall be responsible to bind ALL of its personnel and its Subordinate Parties to the provisions in the contract documents related to hazardous materials and to instruct each employee of its own duty to report any and all suspected Hazardous Materials and to comply with all applicable laws.
- 2.5. ABSOLUTELY NO MATERIAL SHALL BE BROUGHT ON OR TO THE PROJECT SITE THAT DOES NOT HAVE A MANUFACTURER'S LABEL STATING CONTENTS.
- 2.6. The Contractor shall comply with all applicable federal and state laws, rules, ordinances and regulations regarding transportation, storage, spills, releases and disposal of Hazardous Materials.
- 2.7. No asbestos or asbestos-containing material will be brought to the jobsite or incorporated into the Work by Contractor or its Subordinate Parties.

END OF SECTION 00840

**SECTION 00870
LABOR RELATIONS**

1. PREVAILING WAGES

- 1.1. In any Agreement entered into pursuant to this advertisement, the Contractor shall comply with the provisions of the PREVAILING WAGE LAW.
 - 1.1.1. The Contractor will pay the latest prevailing wages and fringe benefits for all Work as required by State of Michigan/Public Act 166 dated 1965 as amended. The prevailing wage and fringe benefit rates are included immediately behind this Section
- 1.2. Additionally, **Contractor** is required to comply with all other provisions of the governing prevailing wage law, and shall ensure its Subordinate Parties' compliance therewith.
- 1.3. Allegations that individuals working on this Project are not receiving compensation required by law are considered seriously by the Owner and CM. In order to expedite the resolution of prevailing wage complaints related to this Project, the Owner and CM have determined that the Michigan Fair Contracting Center ("MFCC") is the organization best equipped to expedite the investigation of these matters. Any person or entity (the "Complainant") who reasonably believes that a particular contractor, subcontractor, supplier or other person or entity providing labor, materials, goods or services on this Project (each, an "Employer") is not paying prevailing wages as required by applicable law may ask the MFCC to determine whether proper rates are being paid either by completing and submitting to MFCC a request for assistance (the "RFA") or by contacting MFCC by telephone at (734) 462-2330 or (877) 611-6322. The RFA can be downloaded electronically at <http://mifcc.org/Brochures/KnowYourRights.pdf> and delivered to MFCC by facsimile to (734) 462-2318 or by mail to P.O. Box 530492, Livonia, Michigan 48153-0492.
- 1.4. Each and every Employer who is subject to an audit by MFCC pursuant to any RFA shall cooperate and comply fully with all requests, requirements and inquiries of MFCC. If, after investigation, MFCC determines that a Complainant's allegations are meritorious and the Complainant, MFCC and the Employer are unable to resolve the dispute following MFCC's determination, then, under the direction and with the assistance of MFCC, the Complainant shall file a Prevailing Wage Complaint (the "PWC") with the State of Michigan Department of Labor and Economic Growth Wage and Hour Division (the "Wage and Hour Division"). The PWC can be downloaded electronically at <http://mifcc.org/Brochures/PrevailingWageComplaint.pdf> and delivered by facsimile to (517) 322-6352 or by mail to 7150 Harris Drive, P.O. Box 30476, Lansing, Michigan 48909-7076.
 - 1.4.1. Upon commencement of the audit from MFCC, the Owner and/or CM reserves the right to hold all payments, pending the conclusion of the audit. If the Wage and Hour Division determines that the Employer has violated any applicable prevailing wage law, then the Owner and/or Construction Manager shall automatically be entitled to and will (a) withhold from such Employer any and all payments due and owing until the Employer remedies any and all violations cited by the Wage and Hour Division, and (b) backcharge the Employer for all costs actually incurred in MFCC's audit of the Employer.
 - 1.4.2. The Owner and/or CM shall keep a hard copy of these requirements posted at the Project site at all times.
- 1.5. The Contractor shall be financially responsible for the payment of prevailing wages by all Subordinate Parties that are subject to the prevailing wage law for Work on the Project.
- 1.6. If there is a dispute between any Contractor and the unions, the Contractor will be required to meet with CM and the Union involved to try and resolve the issue.
- 1.7. Because Work on this Project is covered by the Michigan Prevailing Wage Act ("Act"), the Contractor and its subcontractors and other Subordinate Parties that are governed by the prevailing wage law shall pay all hours at the prevailing wage rates at the applicable hourly rate; no Work performed by or on behalf of the Contractor on this Project will be paid on a lump sum basis or a piece rate basis in violation of the Act.

- 1.8. The Contractor will pay its workers at wage and fringe benefit rates consistent with the Act regardless of whether the workers are classified as employees or independent contractors.
- 1.9. The Contractor shall not misclassify any work assignments, but shall in each and every case follow proper jurisdictional assignments in compliance with the Act.
- 1.10. The Contractor shall assure that any persons paid at apprentice rates under the Act are properly classified as apprentices by actual participation in a BAT certified program or as may otherwise be permitted by the Act.

END OF SECTION 00870



RICK. SNYDER
GOVERNOR



STATE OF MICHIGAN

Prevailing Wages
PO Box 30476
Lansing, MI 48909
517-322-1825

Informational Sheet: Prevailing Wages on State Projects

REQUIREMENTS OF THE PREVAILING WAGES ON STATE PROJECTS ACT, PUBLIC ACT 166 OF 1965

The State of Michigan determines prevailing rates pursuant to the Prevailing Wages on State Projects Act, Public Act 166 of 1965, as amended. The purpose of establishing prevailing rates is to provide minimum rates of pay that must be paid to workers on construction projects for which the state or a school district is the contracting agent and which is financed or financially supported by the state. By law, prevailing rates are compiled from the rates contained in collectively bargained agreements which cover the locations of the state projects. The official prevailing rate schedule provides an hourly rate which includes *wage and fringe benefit totals* for designated construction mechanic classifications. The overtime rates also include *wage and fringe benefit totals*. Please pay special attention to the overtime and premium pay requirements. Prevailing wage is satisfied when wages plus fringe benefits paid to a worker are equal to or greater than the required rate.

State of Michigan responsibilities under the law:

- The department establishes the prevailing rate for each classification of construction mechanic **requested by a contracting agent** prior to contracts being let out for bid on a state project.

Contracting agent responsibilities under the law:

- If a contract is not awarded or construction does not start within 90 days of the date of the issuance of rates, a re-determination of rates must be requested by the contracting agent.
- Rates for classifications needed but not provided on the Prevailing Rate Schedule, **must** be obtained **prior** to contracts being let out for bid on a state project.
- The contracting agent, by written notice to the contractor and the sureties of the contractor known to the contracting agent, may terminate the contractor's right to proceed with that part of the contract, for which less than the prevailing rates have been or will be paid, and may proceed to complete the contract by separate agreement with another contractor or otherwise, and the original contractor and his sureties shall be liable to the contracting agent for any excess costs occasioned thereby.

Contractor responsibilities under the law:

- Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing rates prescribed in a contract.
- Every contractor and subcontractor shall keep an accurate record showing the name and occupation of and the actual wages and benefits paid to each construction mechanic employed by him in connection including certified payroll, as used in the industry, with said contract. This record shall be available for reasonable inspection by the contracting agent or the department.
- Each contractor or subcontractor is separately liable for the payment of the prevailing rate to its employees.
- The prime contractor is responsible for advising all subcontractors of the requirement to pay the prevailing rate prior to commencement of work.
- The prime contractor is secondarily liable for payment of prevailing rates that are not paid by a subcontractor.
- A construction mechanic *shall only* be paid the apprentice rate if registered with the United States Department of Labor, Bureau of Apprenticeship and Training and the rate is included in the contract.

Enforcement:

A person who has information of an alleged prevailing wage violation on a state project may file a complaint with the State of Michigan. The department will investigate and attempt to resolve the complaint informally. During the course of an investigation, if the requested records and posting certification are not made available in compliance with Section 5 of Act 166, the investigation will be concluded and a referral to the Office of Attorney General for civil action will be made. The Office of Attorney General will pursue costs and fees associated with a lawsuit if filing is necessary to obtain records.



RICK. SNYDER
GOVERNOR

STATE OF MICHIGAN

Prevailing Wages
PO Box 30476
Lansing, MI 48909
517-322-1825



Informational Sheet: Prevailing Wages on State Projects

General Information Regarding Fringe Benefits

Certain fringe benefits **may** be credited toward the payment of the Prevailing Wage Rate:

- If a fringe benefit is paid directly to a construction mechanic
- If a fringe benefit contribution or payment is made on behalf of a construction mechanic
- If a fringe benefit, which may be provided to a construction mechanic, is pursuant to a written contract or policy
- If a fringe benefit is paid into a fund, for a construction mechanic

When a fringe benefit is not paid by an hourly rate, the hourly credit will be calculated based on the annual value of the fringe benefit divided by 2080 hours per year (52 weeks @ 40 hours per week).

The following is an example of the types of fringe benefits allowed and how an hourly credit is calculated:

Vacation	40 hours X \$14.00 per hour = \$560/2080 =	\$0.27
Dental insurance	\$31.07 monthly premium X 12 mos. = \$372.84 /2080 =	\$0.18
Vision insurance	\$5.38 monthly premium X 12 mos. = \$64.56/2080 =	\$0.03
Health insurance	\$230.00 monthly premium X 12 mos. = \$2,760.00/2080 =	\$1.33
Life insurance	\$27.04 monthly premium X 12 mos. = \$324.48/2080 =	\$0.16
Tuition	\$500.00 annual cost/2080 =	\$0.24
Bonus	4 quarterly bonus/year x \$250 = \$1000.00/2080 =	\$0.48
401k Employer Contribution	\$2000.00 total annual contribution/2080 =	\$0.96
Total Hourly Credit		<u>\$3.65</u>

Other examples of the types of fringe benefits allowed:

- Sick pay
- Holiday pay
- Accidental Death & Dismemberment insurance premiums

The following are examples of items that **will not** be credited toward the payment of the Prevailing Wage Rate

- Legally required payments, such as:
 - Unemployment Insurance payments
 - Workers' Compensation Insurance payments
 - FICA (Social Security contributions, Medicare contributions)
- Reimbursable expenses, such as:
 - Clothing allowance or reimbursement
 - Uniform allowance or reimbursement
 - Gas allowance or reimbursement
 - Travel time or payment
 - Meals or lodging allowance or reimbursement
 - Per diem allowance or payment
- Other payments to or on behalf of a construction mechanic that are not wages or fringe benefits, such as:
 - Industry advancement funds
 - Financial or material loans



State of Michigan
 DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
 MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
 MARTHA B. YODER
 DIRECTOR

OVERTIME PROVISIONS for MICHIGAN PREVAILING WAGE RATE COMMERCIAL SCHEDULE

- Overtime is represented as a nine character code. Each character represents a certain period of time after the first 8 hours Monday thru Friday.

	Monday thru Friday	Saturday	Sunday & Holidays	Four 10s
First 8 Hours		4	8	9
9th Hour	1	5		
10th Hour	2	6		
Over 10 hours	3	7		

Overtime for Monday thru Friday after 8 hours:

the 1st character is for time worked in the 9th hour (8.1 - 9 hours)
 the 2nd character is for time worked in the 10th hour (9.1 - 10 hours)
 the 3rd character is for time worked beyond the 10th hour (10.1 and beyond)

Overtime on Saturday:

the 4th character is for time worked in the first 8 hours on Saturday (0 - 8 hours)
 the 5th character is for time worked in the 9th hour on Saturday (8.1 - 9 hours)
 the 6th character is for time worked in the 10th hour (9.1 - 10 hours)
 the 7th character is for time worked beyond the 10th hour (10.01 and beyond)

Overtime on Sundays & Holidays

The 8th character is for time worked on Sunday or on a holiday

Four Ten Hour Days

The 9th character indicates if an optional 4-day 10-hour per day workweek can be worked **between Monday and Friday without paying overtime after 8 hours worked, unless otherwise noted in the rate schedule. To utilize a 4 ten workweek, notice is required from the employer to employee prior to the start of work on the project.**

- Overtime Indicators Used in the Overtime Provision:

H - means TIME AND ONE-HALF due
 X - means TIME AND ONE-HALF due after 40 HOURS worked
 D - means DOUBLE PAY due
 Y - means YES an optional 4-day 10-hour per day workweek can be worked without paying overtime after 8 hours worked
 N - means NO an optional 4-day 10-hour per day workweek *can not* be worked without paying overtime after 8 hours worked

- EXAMPLES:

HHHHHHHDN - This example shows that the 1½ rate must be used for time worked after 8 hours Monday thru Friday (characters 1 - 3); for all hours worked on Saturday, 1½ rate is due (characters 4 - 7). Work done on Sundays or holidays must be paid double time (character 8). The N (character 9) indicates that 4 ten-hour days is not an acceptable workweek at regular pay.

XXXHHHHDY - This example shows that the 1½ rate must be used for time worked after 40 hours are worked Monday thru Friday (characters 1-3); for hours worked on Saturday, 1½ rate is due (characters 4 – 7). Work done on Sundays or holidays must be paid double time (character 8). The Y (character 9) indicates that 4 ten-hour days is an acceptable alternative workweek.

LARA is an equal opportunity employer.
 Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

ENGINEERS - CLASSES OF EQUIPMENT LIST

UNDERGROUND ENGINEERS

CLASS I

Backfiller Tamper, Backhoe, Batch Plant Operator, Clam-Shell, Concrete Paver (2 drums or larger), Conveyor Loader (Euclid type), Crane (crawler, truck type or pile driving), Dozer, Dragline, Elevating Grader, End Loader, Gradall (and similar type machine), Grader, Power Shovel, Roller (asphalt), Scraper (self propelled or tractor drawn), Side Broom Tractor (type D-4 or larger), Slope Paver, Trencher (over 8' digging capacity), Well Drilling Rig, Mechanic, Slip Form Paver, Hydro Excavator.

CLASS II

Boom Truck (power swing type boom), Crusher, Hoist, Pump (1 or more 6" discharge or larger gas or diesel powered by generator of 300 amps or more, inclusive of generator), Side Boom Tractor (smaller than type D-4 or equivalent), Tractor (pneu-tired, other than backhoe or front end loader), Trencher (8' digging capacity and smaller), Vac Truck.

CLASS III

Air Compressors (600 cfm or larger), Air Compressors (2 or more less than 600 cfm), Boom Truck (non-swinging, non-powered type boom), Concrete Breaker (self-propelled or truck mounted, includes compressor), Concrete Paver (1 drum, ½ yard or larger), Elevator (other than passenger), Maintenance Man, Mechanic Helper, Pump (2 or more 4" up to 6" discharge, gas or diesel powered, excluding submersible pump), Pumpcrete Machine (and similar equipment), Wagon Drill Machine, Welding Machine or Generator (2 or more 300 amp or larger, gas or diesel powered).

CLASS IV

Boiler, Concrete Saw (40HP or over), Curing Machine (self-propelled), Farm Tractor (w/attachment), Finishing Machine (concrete), Firemen, Hydraulic Pipe Pushing Machine, Mulching Equipment, Oiler (2 or more up to 4", exclude submersible), Pumps (2 or more up to 4" discharge if used 3 hrs or more a day-gas or diesel powered, excluding submersible pumps), Roller (other than asphalt), Stump Remover, Vibrating Compaction Equipment (6' wide or over), Trencher (service) Sweeper (Wayne type and similar equipment), Water Wagon, Extend-a-Boom Forklift.

HAZARDOUS WASTE ABATEMENT ENGINEERS

CLASS I

Backhoe, Batch Plant Operator, Clamshell, Concrete Breaker when attached to hoe, Concrete Cleaning Decontamination Machine Operator, Concrete Pump, Concrete Paver, Crusher, Dozer, Elevating Grader, Endloader, Farm Tractor (90 h.p. and higher), Gradall, Grader, Heavy Equipment Robotics Operator, Hydro Excavator, Loader, Pug Mill, Pumpcrete Machines, Pump Trucks, Roller, Scraper (self-propelled or tractor drawn), Side Boom Tractor, Slip Form Paver, Slope Paver, Trencher, Ultra High Pressure Waterjet Cutting Tool System Operator, Vactors, Vacuum Blasting Machine Operator, Vertical Lifting Hoist, Vibrating Compaction Equipment (self-propelled), and Well Drilling Rig.

CLASS II

Air Compressor, Concrete Breaker when not attached to hoe, Elevator, End Dumps, Equipment Decontamination Operator, Farm Tractor (less than 90 h.p.), Forklift, Generator, Heater, Mulcher, Pigs (Portable Reagent Storage Tanks), Power Screens, Pumps (water), Stationary Compressed Air Plant, Sweeper, Water Wagon and Welding Machine.

State of Michigan

WHPWRequest@michigan.gov

Official Request #: 185

Requestor: Troy School District

Project Description: Smith Middle School & Nies Continuing Education Center - Remodeling

Project Number: 1-13-9804

Oakland County

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 2/11/2015

Contract must be awarded by: 5/12/2015

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<u>Classification</u>			Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Name	Description						
Asbestos & Lead Abatement Laborer							
Asbestos & Lead Abatement Laborer	MLDC		10/1/2014	\$40.25	\$53.64	\$67.03	H H H X X X X D Y
4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive							

Asbestos & Lead Abatement, Hazardous Material Handler

Asbestos and Lead Abatement, Hazardous Material Handler	AS207		10/1/2014	\$40.25	\$53.58	\$66.90	H H H X X X X D Y
4 ten hour days @ straight time allowed Monday-Saturday, must be consecutive							

Boilermaker

Boilermaker	BO169		8/14/2009	\$54.70	\$81.08	\$107.45	H H H H H H H D Y
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Apprentice Rates:

1st 6 months	\$40.31	\$59.49	\$78.67
2nd 6 months	\$41.45	\$61.21	\$80.95
3rd 6 months	\$42.57	\$62.88	\$83.19
4th 6 months	\$43.69	\$64.57	\$85.43
5th 6 months	\$44.81	\$66.24	\$87.67
6th 6 months	\$49.53	\$73.40	\$97.26
7th 6 months	\$49.32	\$73.01	\$96.69
8th 6 months	\$51.58	\$76.40	\$101.21

Official Request #: 185

Requestor: Troy School District

Project Description: Smith Middle School & Nies Continuing Education Center -

Project Number: 1-13-9804

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 2/11/2015

Contract must be awarded by: 5/12/2015

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Bricklayer						
Bricklayer, stone mason, pointer, cleaner,		BR1	10/15/2014	\$52.43	\$78.65	\$104.86 H H D H D D D D Y
<i>Make up day allowed comment</i>						
Saturday for 5 day 8 hour week						
Friday for 4 day 10 hour week						
4 10s allowed M-TH						

Apprentice Rates:

First 6 months	\$31.87	\$47.81	\$63.74
2nd 6 months	\$33.72	\$50.60	\$67.44
3rd 6 months	\$35.57	\$53.37	\$71.14
4th 6 months	\$37.42	\$56.14	\$74.84
5th 6 months	\$39.27	\$58.92	\$78.54
6th 6 months	\$41.12	\$61.70	\$82.24
7th 6 months	\$42.97	\$64.46	\$85.94
8th 6 months	\$44.82	\$67.24	\$89.64

Carpenter

Diver		CA 687 D	6/25/2014	\$64.65	\$93.14	\$121.63 X X H X X H H D Y
Four 10s allowed M-Sat; double time due when over 12 hours worked per day						
<i>Make up day allowed comment</i>						
Saturday						

Official Request #: 185

Requestor: Troy School District

Project Description: Smith Middle School & Nies Continuing Education Center -

Project Number: 1-13-9804

County: Oakland

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Official 2015 Prevailing Wage Rates for State Funded Projects

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Contract must be awarded by: 5/12/2015

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Classification Name Description		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Carpet and Resilient Floor Layer, (does not include installation of prefabricated formica & parquet flooring which is to be paid carpenter rate)	CA1045	6/12/2014	\$49.21	\$70.18	\$91.14	X X H X X X D Y

Apprentice Rates:

1st 6 months	\$24.23	\$32.71	\$41.18
2nd 6 months	\$28.25	\$38.73	\$49.22
3rd 6 months	\$30.35	\$41.88	\$53.42
4th 6 months	\$32.44	\$45.02	\$57.60
5th 6 months	\$34.54	\$48.17	\$61.80
6th 6 months	\$36.63	\$51.31	\$65.98
7th 6 months	\$38.74	\$54.48	\$70.20
8th 6 months	\$40.82	\$57.59	\$74.36

Carpenter four 10s allowed Mon-Sat; double time due when over 12 hours worked per day <i>Make up day allowed comment</i> Saturdays	CA687Z1	6/24/2014	\$55.24	\$79.04	\$102.84	X X H X X H H D Y
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Apprentice Rates:

1st year	\$33.82	\$46.92	\$60.00
3rd 6 months	\$36.21	\$50.49	\$64.78
4th 6 months	\$38.58	\$54.05	\$69.52
5th 6 months	\$40.97	\$57.64	\$74.30
6th 6 months	\$43.33	\$61.17	\$79.02
7th 6 months	\$45.72	\$64.77	\$83.80
8th 6 months	\$48.09	\$68.32	\$88.54

Official Request #: 185

Requestor: Troy School District

Project Description: Smith Middle School & Nies Continuing Education Center -

Project Number: 1-13-9804

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 2/11/2015

Contract must be awarded by: 5/12/2015

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Classification Name Description	Last Updated	Straight Time and Hourly Half	a Double Time	Overtime Provision
=====				
Piledriver Four 10s allowed Monday-Saturday; double time due when over 12 hours worked per day <i>Make up day allowed comment</i> Saturday	CA687Z1P 6/24/2014	\$55.24	\$79.04	\$102.84 X X H X X H H D Y

Apprentice Rates:

1st 6 months	\$33.82	\$46.92	\$60.00
2nd 6 months	\$38.58	\$54.05	\$69.52
3rd 6 months	\$43.33	\$61.17	\$79.02
4th 6 months	\$48.09	\$68.32	\$88.54

Subdivision of county

Cement Mason

Cement Mason	br1cm 10/15/2014	\$50.05	\$71.17	\$92.28 X X H H H H D N
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Apprentice Rates:

1st 6 months	\$29.13	\$39.45	\$49.77
2nd 6 months	\$31.20	\$42.54	\$53.87
3rd 6 months	\$35.31	\$48.67	\$62.01
4th 6 months	\$39.46	\$54.85	\$70.23
5th 6 months	\$41.52	\$57.91	\$74.30
6th 6 months	\$45.67	\$64.10	\$82.52

Cement Mason	CE514 11/10/2011	\$46.30	\$64.89	\$83.48 H H D H H H D N
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Apprentice Rates:

1st 6 months	\$26.77	\$36.07	\$45.36
2nd 6 months	\$28.68	\$38.91	\$49.13
3rd 6 months	\$32.50	\$44.59	\$56.66
4th 6 months	\$36.32	\$50.26	\$64.19
5th 6 months	\$38.24	\$53.11	\$67.98
6th 6 months	\$42.06	\$58.79	\$75.51

Official Request #: 185
 Requestor: Troy School District
 Project Description: Smith Middle School & Nies Continuing Education Center -
 Project Number: 1-13-9804
 County: Oakland

Official Rate Schedule
 Every contractor and subcontractor shall keep posted
 on the construction site, in a conspicuous place, a copy
 of all prevailing wage and fringe benefit rates
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Official 2015 Prevailing Wage Rates for State Funded Projects

Issue Date: 2/11/2015

Contract must be awarded by: 5/12/2015

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Drywall

Drywall Taper	PT-22-D	9/5/2014	\$44.41	\$57.66	\$70.91	H H D H D D D D Y
Four 10s allowed Monday-Thursday						
<i>Make up day allowed comment</i>						
Friday make-up day for bad weather or holidays						

Apprentice Rates:

First 3 months	\$31.16	\$37.79	\$44.41
Second 3 months	\$33.81	\$41.76	\$49.71
Second 6 months	\$36.46	\$45.73	\$55.01
Third 6 months	\$39.11	\$49.71	\$60.31
4th 6 months	\$40.43	\$51.69	\$62.95

Electrician

Inside Wireman	EC-58-IW	10/2/2014	\$58.91	\$77.39	\$95.87	H H H H H H H D N
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Apprentice Rates:

0-1000 hours	\$36.73	\$44.12	\$51.51
1000-2000 hours	\$38.58	\$46.89	\$55.21
2000-3500 hours	\$40.43	\$49.67	\$58.91
3500-5000 hours	\$42.27	\$52.44	\$62.59
5000-6500 hours	\$45.97	\$57.98	\$69.99
6500-8000 hours	\$49.67	\$63.53	\$77.39

Sound and Communication Installer/Technician	EC-58-SC	10/2/2014	\$37.48	\$50.29	\$63.09	H H H H H H H D N
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Apprentice Rates:

Period 1	\$24.67	\$31.07	\$37.47
Period 2	\$25.95	\$32.99	\$40.03
Period 3	\$27.24	\$34.93	\$42.61
Period 4	\$28.51	\$36.83	\$45.15
Period 5	\$29.79	\$38.75	\$47.71
Period 6	\$31.07	\$40.67	\$50.27

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Classification Name Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Lineman/Technician outside utility and commercial power and high voltage pipe type cable work and electrical underground.	EC-876	11/18/2009	\$47.05	\$68.11	\$89.17 H H H H H H D Y

Four 10s allowed Monday-Thursday with Friday makeup or Tuesday-Friday with Monday

Apprentice Rates:

1st period	\$30.20	\$42.69	\$55.26
2nd period	\$32.32	\$46.02	\$59.70
3rd period	\$34.42	\$49.16	\$63.90
4th period	\$36.53	\$52.33	\$68.12
5th period	\$38.63	\$55.47	\$72.32
6th period	\$40.74	\$58.64	\$76.54
7th period	\$42.84	\$61.79	\$80.74

Subdivision of county Holly Township only

Elevator Constructor

Elevator Constructor	EL 36	8/7/2007	\$56.46	\$94.99	D D D D D D D Y
Elevator Constructor					
<i>Make up day allowed</i>					

Apprentice Rates:

1st Year Apprentice	\$37.74	\$58.93
2nd Year Apprentice	\$41.90	\$66.94
3rd Year Apprentice	\$43.98	\$70.95
4th Year Apprentice	\$48.14	\$78.96

Official Request #: 185
 Requestor: Troy School District
 Project Description: Smith Middle School & Nies Continuing Education Center -
 Project Number: 1-13-9804
 County: Oakland

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Glazier

Glazier	GL-357	10/2/2014	\$47.35	\$65.97	\$84.58	H H H H H H H D Y
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If a four 10 hour day workweek is scheduled, four 10s must be consecutive, M-F.

Apprentice Rates:

1st 6 months	\$32.45	\$43.62	\$54.78
2nd 6 months	\$33.94	\$45.85	\$57.76
3rd 6 months	\$36.92	\$50.33	\$63.72
4th 6 months	\$38.41	\$52.56	\$66.70
5th 6 months	\$39.90	\$54.79	\$69.68
6th 6 months	\$41.39	\$57.03	\$72.66
7th 6 months	\$42.88	\$59.27	\$75.64
8th 6 months	\$45.86	\$63.73	\$81.60

Heat and Frost Insulator

Spray Insulation	AS25S	3/5/2007	\$20.14	\$29.14	H H H H H H H H N
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Heat and Frost Insulator and Asbestos Worker

Heat and Frost Insulators and Asbestos Workers	AS25	1/29/2014	\$60.25	\$76.00	\$91.74	H H H H H H H D Y
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Four 10s must be worked for a minimum of 2 weeks consecutively, Monday thru Thursday. All hours worked in excess of 10 will be paid at double time. All hours worked on the fifth day,

comment

Four 10s must be worked for a minimum of 2 consecutive weeks. OVERTIME is different on a four 10 week. OT is 2x for hours beyond 10. All hours on fifth day, M-F require time and one half. Sat first 8 hours, 1.5, all hours after 8 require double time.

Apprentice Rates:

1st Year	\$46.08	\$54.74	\$63.40
2nd Year	\$49.23	\$59.46	\$69.70
3rd Year	\$50.80	\$61.82	\$72.84
4th Year	\$53.95	\$66.54	\$79.14

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Ironworker						
	Fence, Sound Barrier & Guardrail erection/installation and Exterior Signage work Four ten hour work days may be worked during Monday-Saturday.	IR-25-F1 8/13/2014	\$34.20	\$46.45	\$58.69	X X H X X X H D Y

Apprentice Rates:

60% Level	\$23.04	\$30.39	\$37.73
65% Level	\$24.37	\$32.33	\$40.29
70% Level	\$25.70	\$34.27	\$42.84
75% Level	\$27.02	\$36.21	\$45.39
80% Level	\$28.34	\$38.13	\$47.93
85% Level	\$29.67	\$40.08	\$50.49

	Siding, Glazing, Curtain Wall 4 tens may be worked Monday thru Thursday @ straight time. <i>Make up day allowed comment Friday</i>	IR-25-GZ2 9/4/2014	\$46.41	\$58.07	\$69.73	X X H H H H D D Y
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Apprentice Rates:

Level 1	\$29.48	\$36.09	\$42.68
Level 2	\$31.59	\$38.83	\$46.05
Level 3	\$33.71	\$41.58	\$49.44
Level 4	\$35.83	\$44.33	\$52.82
Level 5	\$37.94	\$47.07	\$56.20
Level 6	\$40.06	\$49.82	\$59.58

Official Request #: 185

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Classification Name Description		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Pre-engineered Metal Work <i>Make up day allowed comment</i> 4 tens allowed M-Th with Saturday make up day	IR-25-PE-Z1	6/3/2014	\$45.24	\$55.53	\$65.81	X X H X X X X D Y
Apprentice Rates:						
1st Year			\$26.11	\$31.58	\$37.06	
3rd 6 month period			\$28.23	\$34.46	\$40.68	
4th 6 month period			\$30.36	\$37.35	\$44.33	
5th 6 month period			\$32.48	\$40.21	\$47.95	
6th 6 month period			\$34.61	\$43.99	\$53.37	
Reinforced Iron Work <i>Make up day allowed</i>	IR-25-RF	9/3/2014	\$55.36	\$82.91	\$110.45	H H D H D D D D N
Apprentice Rates:						
Level 1			\$36.01	\$53.89	\$71.75	
Level 2			\$38.38	\$57.43	\$76.49	
Level 3			\$40.74	\$60.98	\$81.21	
Level 4			\$43.28	\$64.78	\$86.29	
Level 5			\$45.81	\$68.59	\$91.35	
Level 6			\$48.35	\$72.39	\$96.43	
Rigging Work	IR-25-RIG	9/3/2014	\$61.33	\$91.67	\$122.00	H H H H H H D N
Apprentice Rates:						
Level 1 & 2			\$36.63	\$54.59	\$72.55	
Level 3			\$39.46	\$58.84	\$78.21	
Level 4			\$42.28	\$63.07	\$83.85	
Level 5			\$45.11	\$67.31	\$89.51	
Level 6			\$47.94	\$71.56	\$95.17	

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Decking	IR-25-SD 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time. <i>Make up day allowed comment</i> Friday for 4 tens M-Th Saturday for 5 eights M-F	9/4/2014	\$53.29	\$79.63	\$105.96	X X H H H H D D Y
Structural, ornamental, welder and pre-cast	IR-25-STR 4 tens may be worked Monday thru Thursday @ straight time. If bad weather, Friday may be a make up day. If holiday celebrated on a Monday, 4 10s may be worked Tuesday thru Friday. Work in excess of 12 hours per day must be paid @ double time. <i>Make up day allowed</i>	9/3/2014	\$61.46	\$91.84	\$122.21	H H H H H H D D Y
Apprentice Rates:						
	Levels 1 & 2		\$36.05	\$54.01	\$71.97	
	Level 3		\$38.88	\$58.26	\$77.63	
	Level 4		\$41.70	\$62.49	\$83.27	
	Level 5		\$44.53	\$66.73	\$88.93	
	Level 6		\$47.36	\$70.98	\$94.59	
	Level 7		\$50.18	\$75.20	\$100.23	
	Level 8		\$53.01	\$79.46	\$105.89	
Industrial Door erection & construction	IR-25-STR-D <i>Make up day allowed comment</i> Friday for bad weather when 4 tens scheduled for M-Th. If holiday celebrated on M, 4 tens may be worked T-F. Work in excess of 12 hours per day must be paid @ double time.	9/4/2014	\$42.02	\$62.68	\$83.33	H H H H H H D D Y

Official Request #: 185

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County: Oakland

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Classification Name	Description	Last Updated	Straight Time and Hourly	a Double Half Time	a Double Time	Overtime Provision
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Laborer

Construction Laborer, Demolition Laborer, Mason Tender, Carpenter Tender, Drywall Handler, Concrete Laborer, Cement Finisher tender, concrete chute and concrete Bucket Handler, Concrete Laborer	L1076-A-A	6/13/2013	\$43.54	\$61.94	\$80.33	H H H H H H D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment
Saturday

Apprentice Rates:

0-1,000 work hours	\$37.60	\$53.03	\$68.45
1,001-2,000 work hours	\$38.79	\$54.81	\$70.83
2,001-3,000 work hours	\$39.98	\$56.60	\$73.21
3,001-4,000 work hours	\$42.35	\$60.15	\$77.95

Signal man (on sewer & caisson work); air,electric or gasoline tool operator (including concrete vibrator operator,acetylene torch & air hammer operator); scaffold builder, caisson worker	L1076-A-B	6/13/2013	\$43.80	\$62.33	\$80.85	H H H H H H D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment
Saturday

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Lansing Burner, Blaster & Powder Man	L1076-A-C	6/13/2013	\$44.29	\$63.06	\$81.83	H H H H H H H D Y

If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment

Saturday

Furnance battery heater tender, burning bar & oxy-acetylene gun	L1076-A-D	6/13/2013	\$44.04	\$62.69	\$81.33	H H H H H H H D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment

Saturday

Cleaner/ sweeper laborer, furniture laborer	L1076-A-E	6/13/2013	\$38.09	\$53.76	\$69.43	H H H H H H H D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

Make up day allowed comment

Saturday

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Classification Name Description		Last Updated	Straight Time and Hourly Half	a Double Time	Overtime Provision
Expediter man, topman and/or bottom man (blast furnace work or battery work)	L1076-A-F	6/13/2013	\$44.79	\$63.81	\$82.83 H H H H H H D Y

If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8 hours of work on Saturdays @ straight time.

comment

Saturday

Plasterer Tender, Plastering Machine Operator	LPT-1	10/25/2013	\$43.54	\$61.94	\$80.33 X X H H H H H D Y
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If conditions beyond the employer/employee's control prevent one or more hours of working during Mon-Fri, the employer may choose to work up to 10 hour straight time weekdays. Work may be scheduled up to 10 hours per Mon-Fri for the purpose of reaching 40 hours @ straight time. Make up days may also include 8

Make up day allowed comment

Saturday

Apprentice Rates:

0 - 1,000 hours	\$37.60	\$53.03	\$68.45
1,001 - 2,000 hours	\$38.79	\$54.81	\$70.83
2,001 - 3,000 hours	\$39.98	\$56.60	\$73.21
3,001 - 4,000 hours	\$42.35	\$60.15	\$77.95

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Laborer - Hazardous						
Class A Laborer - performing work in conjunction with site preparation and other preliminary work prior to actual removal, handling, or containment of hazardous waste substances not requiring use of personal protective equipment required by state or federal regulations; or a laborer performing work in conjunction with the removal, handling, or containment of hazardous waste substances when used of personal protective equipment level "D" is required.	LHAZ-Z2-A	11/1/2013	\$43.54	\$61.94	\$80.33	H H H H H H D Y
<i>Make up day allowed comment</i>						
4 10s allowed M-Th or T-F; inclement weather makeup day Friday						
Apprentice Rates:						
	0-1,000 work hours		\$37.60	\$53.03	\$68.45	
	1,001-2,000 work hours		\$38.79	\$54.81	\$70.83	
	2,001-3,000 work hours		\$39.98	\$56.60	\$73.21	
	3,001-4,000 work hours		\$42.35	\$60.15	\$77.95	
Class B Laborer - performing work in conjunction with the removal, handling, or containment of hazardous waste substances when the use of personal protective equipment levels "A", "B" or "C" is required.	LHAZ-Z2-B	11/7/2014	\$44.54	\$63.44	\$82.33	H H H H H H D Y
<i>Make up day allowed comment</i>						
4 10s allowed M-Th or T-F; inclement weather makeup day Friday						
Apprentice Rates:						
	0-1,000 work hours		\$38.36	\$54.17	\$69.97	
	1,001-2,000 work hours		\$39.59	\$56.01	\$72.43	
	2,001-3,000 work hours		\$40.83	\$57.87	\$74.91	
	3,001-4,000 work hours		\$43.30	\$61.58	\$79.85	

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Laborer Underground - Tunnel, Shaft & Caisson

Class I - Tunnel, shaft and caisson laborer, dump man, shanty man, hog house tender, testing man (on gas), and watchman.	LAUCT-Z1-1	9/6/2013	\$37.87	\$48.66	\$59.44	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.05	\$41.43	\$49.80
1,001-2,000 work hours	\$34.02	\$42.88	\$51.74
2,001-3,000 work hours	\$34.98	\$44.32	\$53.66
3,001-4,000 work hours	\$36.91	\$47.21	\$57.52

Class II - Manhole, headwall, catch basin builder, bricklayer tender, mortar man, material mixer, fence erector, and guard rail builder.	LAUCT-Z1-2	9/6/2013	\$37.98	\$48.82	\$59.66	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.14	\$41.56	\$49.98
1,001-2,000 work hours	\$34.10	\$43.00	\$51.90
2,001-3,000 work hours	\$35.07	\$44.45	\$53.84
3,001-4,000 work hours	\$37.01	\$47.37	\$57.72

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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	Class III - Air tool operator (jack hammer man, bush hammer man and grinding man), first bottom man, second bottom man, cage tender, car pusher, carrier man, concrete man, concrete form man, concrete repair man, cement invert laborer, cement finisher, concrete shoveler, conveyor man, floor man, gasoline and electric tool operator, gunnite man, grout operator, welder, heading dinky man, inside lock tender, pea gravel operator, pump man, outside lock tender, scaffold man, top signal man, switch man, track man, tugger man, utility man, vibrator man, winch operator, pipe jacking man, wagon drill and air track operator and concrete saw operator (under 40 h.p.).	LAUCT-Z1-3	9/6/2013	\$38.04	\$48.91	\$59.78 X X X X X X D Y

Apprentice Rates:

0-1,000 work hours	\$33.18	\$41.62	\$50.06
1,001-2,000 work hours	\$34.15	\$43.07	\$52.00
2,001-3,000 work hours	\$35.12	\$44.53	\$53.94
3,001-4,000 work hours	\$37.07	\$47.45	\$57.84

	Class IV - Tunnel, shaft and caisson mucker, bracer man, liner plate man, long haul dinky driver and well point man.	LAUCT-Z1-4	9/6/2013	\$38.22	\$49.18	\$60.14 X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.32	\$41.83	\$50.34
1,001-2,000 work hours	\$34.30	\$43.30	\$52.30
2,001-3,000 work hours	\$35.28	\$44.77	\$54.26
3,001-4,000 work hours	\$37.24	\$47.71	\$58.18

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Class V - Tunnel, shaft and caisson miner, drill runner, keyboard operator, power knife operator, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars)	LAUCT-Z1-5	9/6/2013	\$38.47	\$49.56	\$60.64	X X X X X X X D Y

Apprentice Rates:

0-1,000 work hours	\$33.50	\$42.10	\$50.70
1,001-2,000 work hours	\$34.50	\$43.60	\$52.70
2,001-3,000 work hours	\$35.49	\$45.09	\$54.68
3,001-4,000 work hours	\$37.48	\$48.07	\$58.66

Class VI - Dynamite man and powder man.	LAUCT-Z1-6	9/6/2013	\$38.80	\$50.05	\$61.30	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.75	\$42.47	\$51.20
1,001-2,000 work hours	\$34.76	\$43.99	\$53.22
2,001-3,000 work hours	\$35.77	\$45.51	\$55.24
3,001-4,000 work hours	\$37.79	\$48.53	\$59.28

Class VII - Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes and flagstones.	LAUCT-Z1-7	9/6/2013	\$32.08	\$39.97	\$47.86	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$28.71	\$34.91	\$41.12
1,001-2,000 work hours	\$29.38	\$35.92	\$42.46
2,001-3,000 work hours	\$30.06	\$36.94	\$43.82
3,001-4,000 work hours	\$31.41	\$38.97	\$46.52

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Landscape Laborer

Landscape Specialist includes air, gas, and diesel equipment operator, skidsteer (or equivalent), lawn sprinkler installer on landscaping work where seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintenance of landscape projects occurs.	LLAN-Z1-A	6/26/2014	\$28.58	\$39.49	\$50.39	X X H X X X H D Y
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Sundays paid at time & one half. Holidays paid at double time.

Skilled Landscape Laborer: small power tool operator, lawn sprinkler installers' tender, material mover, truck driver when seeding, sodding, planting, cutting, trimming, backfilling, rough grading or maintaining of landscape projects occurs	LLAN-Z1-B	6/26/2014	\$24.36	\$33.16	\$41.95	X X H X X X H D Y
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Sundays paid at time & one half. Holidays paid at double time.

Marble Finisher

Marble Finisher A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	BR1-MF	10/20/2014	\$43.48	\$54.29	\$65.10	H H D H D D D D Y
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Apprentice Rates:

Level 1	\$19.04	\$25.12	\$31.20
Level 2	\$20.24	\$26.92	\$33.60
Level 3	\$27.01	\$33.96	\$40.90
Level 4	\$28.47	\$36.14	\$43.82
Level 5	\$29.99	\$37.84	\$45.70
Level 6	\$31.61	\$39.86	\$48.10
Level 7	\$33.30	\$41.59	\$49.87
Level 8	\$34.79	\$43.48	\$52.17

Official Request #: 185
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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Marble Mason

Marble Mason	BR1-MM	10/17/2014	\$50.29	\$64.51	\$78.72	H H D H D D D D Y
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A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.

Apprentice Rates:

Level 1	\$25.14	\$32.65	\$40.15
Level 2	\$28.20	\$36.49	\$44.78
Level 3	\$33.41	\$41.97	\$50.53
Level 4	\$36.15	\$45.66	\$55.17
Level 5	\$38.42	\$48.17	\$57.92
Level 6	\$42.07	\$53.56	\$65.05
Level 7	\$42.74	\$54.38	\$66.02
Level 8	\$43.67	\$55.78	\$67.88

Operating Engineer

Crane with boom & jib or leads 120' or longer <i>comment</i> Double time after 12 hours M-F	EN-324-A120	6/12/2014	\$57.11	\$74.62	\$92.13	X X H H D D D D Y
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Crane with boom & jib or leads 140' or longer	EN-324-A140	6/12/2014	\$57.93	\$75.85	\$93.77	X X H H D D D D Y
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Work in excess of 12 per day M-F shall be paid at double time.

Crane with boom & jib or leads 220' or longer Work in excess of 12 per day M-F shall be paid at double time.	EN-324-A220	6/12/2014	\$58.23	\$76.30	\$94.37	X X H H D D D D Y
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Crane with boom & jib or leads 300' or longer Work in excess of 12 per day M-F shall be paid at double time.	EN-324-A300	6/12/2014	\$59.73	\$78.55	\$97.37	X X H H D D D D Y
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Classification Name Description		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Crane with boom & jib or leads 400' or longer Work in excess of 12 per day M-F shall be paid at double time.	EN-324-A400	6/12/2014	\$61.23	\$80.80	\$100.37	X X H H D D D D Y
Compressor or welding machine Work in excess of 12 per day M-F shall be paid at double time.	EN-324-CW	6/12/2014	\$46.26	\$58.35	\$70.43	X X H H D D D D Y
Forklift, lull, extend-a-boom forklift Work in excess of 12 per day M-F shall be paid at double time.	EN-324-FL	6/12/2014	\$53.57	\$69.31	\$85.05	X X H H D D D D Y
Fireman or oiler Work in excess of 12 per day M-F shall be paid at double time.	EN-324-FO	6/12/2014	\$45.23	\$56.80	\$68.37	X X H H D D D D Y
Regular crane, job mechanic, concrete pump with boom Work in excess of 12 per day M-F shall be paid at double time.	EN-324-RC	6/12/2014	\$56.25	\$73.33	\$90.41	X X H H D D D D Y
Regular engineer, hydro-excavator, remote controlled concrete breaker Work in excess of 12 per day M-F shall be paid at double time.	EN-324-RE	6/12/2014	\$55.28	\$71.88	\$88.47	X X H H D D D D Y

Apprentice Rates:

0-999 hours	\$44.32	\$55.94	\$67.55
1,000-1,999 hours	\$45.99	\$58.45	\$70.89
2,000-2,999 hours	\$47.64	\$60.92	\$74.19
3,000-3,999 hours	\$49.30	\$63.41	\$77.51
4,000-4,999 hours	\$50.96	\$65.90	\$80.83
5,000-5,999 hours	\$52.62	\$68.39	\$84.15

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Classification Name Description	Last Updated	Straight Time and Hourly Half	a Double Time	Overtime Provision
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Operating Engineer - DIVER

Diver/Wet Tender/Tender/Rov Pilot/Rov Tender	GLF-D	4/2/2014	\$52.80	\$79.20	\$105.60	H H H H H H H H	D N
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Operating Engineer - Marine Construction

Diver/Wet Tender, Engineer (hydraulic dredge)	GLF-1	2/12/2014	\$65.00	\$84.85	\$104.70	X X H H H H H H	D Y
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Make up day allowed

Subdivision of county all Great Lakes, islands therein, & connecting & tributary waters

Crane/Backhoe Operator, 70 ton or over Tug Operator, Mechanic/Welder, Assistant Engineer (hydraulic dredge), Leverman (hydraulic dredge), Diver Tender	GLF-2	2/12/2014	\$63.50	\$82.60	\$101.70	X X H H H H H H	D Y
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Holiday pay = \$120.80 per hour, wages &

Make up day allowed

Subdivision of county All Great Lakes, islands therein, & connecting & tributary waters

Friction, Lattice Boom or Crane License Certification	GLF-2B	2/12/2014	\$64.50	\$84.10	\$103.70	X X H H H H H H	D Y
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Holiday pay = \$123.30

Make up day allowed

Subdivision of county All Great Lakes, islands, therein, & connecting & tributary waters

Deck Equipment Operator, Machineryman, Maintenance of Crane (over 50 ton capacity) or Backhoe (115,000 lbs or more), Tug/Launch Operator, Loader, Dozer on Barge, Deck Machinery	GLF-3	2/12/2014	\$59.30	\$76.30	\$93.30	X X H H H H H H	D Y
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Holiday pay = \$110.30 per hour, wages &

Make up day allowed

Subdivision of county All Great Lakes, islands therein, & connecting & tributary waters

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Classification Name Description		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Deck Equipment Operator, (Machineryman/Fireman), (4 equipment units or more), Off Road Trucks, Deck Hand, Tug Engineer, & Crane Maintenance 50 ton capacity and under or Backhoe 115,000 lbs or less, Assistant Tug Operator	GLF-4	2/12/2014	\$53.60	\$67.75	\$81.90	X X H H H H H D Y

Holiday pay = \$96.05 per hour, wages & fringes

Make up day allowed

Subdivision of county All Great Lakes, islands therein, & connecting & tributary waters

Operating Engineer Steel Work

Forklift, 1 Drum Hoist <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-ef	9/5/2014	\$58.16	\$76.37	\$94.58	H H D H H H D D Y
Crane w/ 120' boom or longer <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW120	9/5/2014	\$60.86	\$80.42	\$99.98	H H D H H H D D Y
Crane w/ 120' boom or longer w/ Oiler D <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW120-O Y	9/5/2014	\$61.86	\$81.92	\$101.98	H H D H H H D
Crane w/ 140' boom or longer <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW140	9/5/2014	\$62.04	\$82.19	\$102.34	H H D H H H D D Y
Crane w/ 140' boom or longer W/ Oiler D <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW140-O Y	9/5/2014	\$63.04	\$83.69	\$104.34	H H D H H H D
Boom & Jib 220' or longer <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW220	9/5/2014	\$62.31	\$82.60	\$102.88	H H D H H H D D Y
Crane w/ 220' boom or longer w/ Oiler D <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW220-O Y	9/5/2014	\$63.31	\$84.10	\$104.88	H H D H H H D

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County: Oakland

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Classification Name Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Boom & Jib 300' or longer <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW300 9/5/2014	\$63.81	\$84.85	\$105.88	H H D H H H D D Y
Crane w/ 300' boom or longer w/ Oiler D <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW300-O Y	9/5/2014	\$64.81	\$86.35	\$107.88 H H D H H H D
Boom & Jib 400' or longer <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW400 9/5/2014	\$65.31	\$87.10	\$108.88	H H D H H H D D Y
Crane w/ 400' boom or longer w/ Oiler D <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SW400-O Y	9/5/2014	\$66.31	\$88.60	\$110.88 H H D H H H D
Crane Operator, Job Mechanic, 3 Drum Hoist & Excavator <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SWCO 9/5/2014	\$60.50	\$79.88	\$99.26	H H D H H H D D Y
Apprentice Rates:					
	0-999 hours	\$47.87	\$61.43	\$75.00	
	1,000-1,999 hours	\$49.81	\$64.35	\$78.88	
	2,000-2,999 hours	\$51.74	\$67.24	\$82.74	
	3,000-3,999 hours	\$53.68	\$70.15	\$86.62	
	4,000-4,999 hours	\$55.62	\$73.07	\$90.50	
	5,000 hours	\$57.56	\$75.97	\$94.38	
Crane Operator w/ Oiler D <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SWCO-O Y	9/5/2014	\$61.50	\$81.38	\$101.26 H H D H H H D
Compressor or Welder Operator <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SWCW 9/5/2014	\$53.15	\$68.86	\$84.56	H H D H H H D D Y

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Classification Name Description	Last Updated	Straight Time and Hourly Half	a Double Time	Overtime Provision
Hoisting Operator, 2 Drum Hoist, & Rubber Tire Backhoe <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SWHO 9/5/2014	\$59.86	\$78.92	\$97.98 H H D H H H D D Y
Oiler <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SWO 9/5/2014	\$51.64	\$66.59	\$81.54 H H D H H H D D Y
Tower Crane & Derrick where work is 50' or more above first level <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SWTD50 Y	9/5/2014	\$61.59	\$81.52\$101.44 H H D H H H D
Tower Crane & Derrick 50' or more w/ Oiler where work station is 50' or more above first <i>Make up day allowed comment</i> 4 10s allowed M-Th with Friday makeup day because of bad weather	EN-324-SWTD50-O Y	9/5/2014	\$62.59	\$83.02\$103.44 H H D H H H D

Operating Engineer Underground

Class I Equipment EN-324A1-UC1 10/14/2014 \$51.74 \$66.98 \$82.22 H H H H H H H D Y

Apprentice Rates:

0-999 hours	\$41.79	\$52.45	\$63.12
1,000-1,999 hours	\$43.32	\$54.75	\$66.18
2,000-2,999 hours	\$44.84	\$57.03	\$69.22
3,000-3,999 hours	\$46.36	\$59.31	\$72.26
4,000-4,999 hours	\$47.89	\$61.61	\$75.32
5,000-5,999 hours	\$49.41	\$63.89	\$78.36

Class II Equipment EN-324A1-UC2 10/14/2014 \$47.01 \$59.89 \$72.76 H H H H H H H D Y

Class III Equipment EN-324A1-UC3 10/14/2014 \$46.28 \$58.79 \$71.30 H H H H H H H D Y

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Classification Name Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Class IV Equipment	EN-324A1-UC4 10/14/2014	\$45.71	\$57.94	\$70.16	H H H H H H H D Y
Master Mechanic Y	EN-324A1-UMM	10/14/2014	\$51.99	\$67.81	\$83.63 H H H H H H H D

Painter

Painter (8 hours of repaint work performed on Sunday shall be paid time & one half rate) PT-22-P 10/8/2014 \$42.82 \$55.63 \$68.43 H H D H D D D D Y

Four 10s allowed Monday-Thursday with Friday makeup day if job down due to weather, holiday or other conditions beyond the control of the employer.

Make up day allowed comment
Fridays for bad weather or holidays

Apprentice Rates:

First 6 months	\$30.02	\$36.43	\$42.83
Second 6 months	\$33.86	\$42.19	\$50.51
Third 6 months	\$35.14	\$44.11	\$53.07
Fourth 6 months	\$36.42	\$46.03	\$55.63
Fifth 6 months	\$37.70	\$47.95	\$58.19
Final 6 months	\$38.98	\$49.87	\$60.75

Pipe and Manhole Rehab

General Laborer for rehab work or normal cleaning and cctv work-top man, scaffold man, CCTV assistant, jetter-vac assistant TM247 10/15/2012 \$27.20 \$36.70 H H H H H H H H N

Tap cutter/CCTV Tech/Grout Equipment Operator: unit driver and operator of CCTV; grouting equipment and tap cutting equipment TM247-2 10/15/2012 \$31.70 \$43.45 H H H H H H H H N

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Classification Name Description		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
CCTV Technician/Combo Unit Operator: unit driver and operator of cctv unit or combo unit in connection with normal cleaning and televising work	TM247-3	10/15/2012	\$30.45	\$41.57		H H H H H H H H N
Boiler Operator: unit driver and operator of steam/water heater units and all ancillary equipment associated	TM247-4	10/15/2012	\$32.20	\$44.20		H H H H H H H H N
Combo Unit driver & Jetter-Vac Operator	TM247-5	10/15/2012	\$32.20	\$44.20		H H H H H H H H N
Pipe Bursting & Slip-lining Equipment Operator	TM247-6	10/15/2012	\$33.20	\$45.70		H H H H H H H H N
Pipefitter						
Pipefitter	PF-636	6/30/2014	\$66.73	\$87.93	\$105.13	H H D H D D D D Y
<i>comment</i>						
Four 10s allowed during the week preceding, following and/or the week of a holiday.						

Apprentice Rates:

1st & 2nd periods	\$26.93	\$35.28	\$42.28
3rd period	\$28.93	\$38.28	\$46.28
4th period	\$30.18	\$40.16	\$48.78
5th period	\$31.43	\$42.03	\$51.28
6th period	\$32.68	\$43.90	\$53.78
7th period	\$33.93	\$45.78	\$56.28
8th period	\$34.93	\$47.28	\$58.28
9th period	\$35.93	\$48.78	\$60.28
10th period	\$37.36	\$50.92	\$63.14

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Classification Name Description	Last Updated	Straight Time and Hourly	a Double Half	Time	Overtime Provision
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Plasterer

Plasterer	BR1P	11/1/2012	\$45.04	\$67.56	\$90.08 H H H H H H D N
<i>Make up day allowed comment</i>					
Saturday					

Apprentice Rates:

1st 6 months	\$32.11	\$48.17	\$64.22
2nd 6 months	\$33.40	\$50.10	\$66.80
3rd 6 months	\$34.69	\$52.04	\$69.38
4th 6 months	\$37.28	\$55.92	\$74.56
5th 6 months	\$39.87	\$59.81	\$79.74
6th 6 months	\$42.45	\$63.68	\$84.90

Plasterer	PL67	9/8/2010	\$44.72	\$60.11	\$75.50 H H H X D D D D N
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Apprentice Rates:

1st 6 months	\$29.33	\$37.02	\$44.72
2nd 6 months	\$30.87	\$39.34	\$47.80
3rd 6 months	\$32.41	\$41.64	\$50.88
4th 6 months	\$35.49	\$46.26	\$57.04
5th 6 months	\$38.56	\$51.16	\$63.76
6th 6 months	\$41.64	\$55.49	\$69.34

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Plumber

Plumber	PL-98	7/18/2013	\$64.45	\$84.87	\$101.29	H H D H D D D D Y
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comment

4 tens allowed M-Th or T-F; OT of time and one half required on 11th & 12th hour of any ten hour days

Apprentice Rates:

Period 1	\$19.93	\$26.43	\$32.93
Period 2	\$23.90	\$31.40	\$38.90
Period 3	\$30.60	\$39.19	\$47.77
Period 4	\$31.23	\$40.13	\$49.03
Period 5	\$32.39	\$41.87	\$51.35
Period 6	\$33.54	\$43.59	\$53.65
Period 7	\$34.69	\$45.32	\$55.95
Period 8	\$35.86	\$47.07	\$58.29
Period 9	\$37.01	\$48.80	\$60.59
Period 10	\$38.16	\$50.53	\$62.89

Rofer

Commercial Roofer	RO-149-WOM	8/18/2008	\$48.46	\$62.29	\$76.62	H H D H H H D D N
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Straight time is not to exceed ten (10) hours per day or forty (40) hours per week.

Make up day allowed

Apprentice Rates:

Apprentice 1	\$32.62	\$39.86	\$48.04
Apprentice 2	\$36.80	\$44.80	\$53.30
Apprentice 3	\$38.22	\$46.93	\$56.14
Apprentice 4	\$39.25	\$48.48	\$58.20
Apprentice 5	\$40.47	\$50.30	\$60.64
Apprentice 6	\$41.87	\$52.40	\$63.44

Sewer Relining

Class I-Operator of audio visual CCTV system including remote in-ground cutter and other equipment used in conjunction with CCTV	SR-I	11/3/2014	\$42.76	\$57.75	\$72.74	H H H H H H D N
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Classification Name Description	Last Updated	Straight Time and Hourly Half	a Double Time	Overtime Provision
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Class II-Operator of hot water heaters and circulation system; water jettors; and vacuum and mechanical debris removal systems and those assisting.	SR-II	11/3/2014	\$41.23 \$55.46	\$69.68 H H H H H H D N
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Sheet Metal Worker

Sheet Metal Worker A 4 10 schedule may be worked, 4 consecutive days Monday thru Friday.	SHM-80	9/9/2014	\$61.83 \$78.74	\$95.65 H H D X H H H D Y
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Apprentice Rates:

1st & 2nd Periods Indentured after 6-1-11			\$39.18 \$46.79	\$54.40
3rd & 4th Periods Indentured after 6-1-11			\$40.88 \$49.34	\$57.80
5th & 6th Periods Indentured after 6-1-11			\$42.56 \$51.86	\$61.16
7th & 8th Periods Indentured after 6-1-11			\$44.25 \$54.40	\$64.54
9th & 10th Periods Indentured before 6-1-11			\$51.92 \$64.44	\$76.96

Siding and decking <i>Make up day allowed</i>	SHM-80-SD	1/13/2014	\$42.07 \$54.28	\$66.48 H H H H H H D Y
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Issue Date: 2/11/2015

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Sprinkler Fitter

Sprinkler Fitter	SP 704	12/19/2014	\$64.92	\$86.15	\$107.38	H H D H D D D D Y
4 ten hour days allowed Monday-Friday						
Double time pay due after 12 hours worked M-F						

Apprentice Rates:

1st Period	\$28.29	\$36.78	\$45.27
2nd Period	\$41.57	\$51.12	\$60.68
3rd Period	\$43.69	\$54.30	\$64.92
4th Period	\$45.81	\$57.48	\$69.16
5th Period	\$47.94	\$60.68	\$73.42
6th Period	\$50.06	\$63.86	\$77.66
7th Period	\$52.18	\$67.04	\$81.90
8th Period	\$54.30	\$70.22	\$86.14
9th Period	\$56.43	\$73.42	\$90.40
10th Period	\$58.55	\$76.60	\$94.64

Terrazzo

Terrazzo Finisher	BR1-TRF	10/17/2014	\$43.97	\$55.03	\$66.08	H H D H D D D D Y
A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.						

Apprentice Rates:

Level 1	\$19.04	\$25.12	\$31.20
Level 2	\$20.24	\$26.92	\$33.60
Level 3	\$27.01	\$33.96	\$40.90
Level 4	\$28.47	\$36.14	\$43.82
Level 5	\$29.99	\$37.84	\$45.70
Level 6	\$31.61	\$39.86	\$48.10
Level 7	\$33.30	\$41.59	\$49.87
Level 8	\$34.79	\$43.48	\$52.17

Official Request #: 185
 Requestor: Troy School District
 Project Description: Smith Middle School & Nies Continuing Education Center -
 Project Number: 1-13-9804
 County: Oakland

Official Rate Schedule
 Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

Official 2015 Prevailing Wage Rates for State Funded Projects

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Classification Name Description		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Terrazzo Worker A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	BR1-TRW	10/17/2014	\$49.73	\$63.67	\$77.60	H H D H D D D D Y

Apprentice Rates:

Level 1	\$25.14	\$32.65	\$40.15
Level 2	\$28.20	\$36.49	\$44.78
Level 3	\$33.41	\$41.97	\$50.53
Level 4	\$36.15	\$45.66	\$55.17
Level 5	\$38.42	\$48.17	\$57.92
Level 6	\$42.07	\$53.56	\$65.05
Level 7	\$42.74	\$54.38	\$66.02
Level 8	\$43.67	\$55.78	\$67.88

Tile

Tile Finisher A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	BR1-TF	10/17/2014	\$43.50	\$54.32	\$65.14	H H D H D D D D Y
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Apprentice Rates:

Level 1	\$19.04	\$25.12	\$31.20
Level 2	\$20.24	\$26.92	\$33.60
Level 3	\$27.01	\$33.96	\$40.90
Level 4	\$28.47	\$36.14	\$43.82
Level 5	\$29.99	\$37.84	\$45.70
Level 6	\$31.61	\$39.86	\$48.10
Level 7	\$33.30	\$41.59	\$49.87
Level 8	\$34.79	\$43.48	\$52.17

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Classification Name Description		Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
Tile Layer A 4 ten workweek may be worked Monday thru Thursday or Tuesday thru Friday.	BR1-TL	10/17/2014	\$49.68	\$63.59	\$77.50	H H D H D D D D Y

Apprentice Rates:

Level 1	\$25.14	\$32.65	\$40.15
Level 2	\$28.20	\$36.49	\$44.78
Level 3	\$33.41	\$41.97	\$50.53
Level 4	\$36.15	\$45.66	\$55.17
Level 5	\$38.42	\$48.17	\$57.92
Level 6	\$42.07	\$53.56	\$65.05
Level 7	\$42.74	\$54.38	\$66.02
Level 8	\$43.67	\$55.78	\$67.88

Truck Driver

on all trucks of 8 cubic yard capacity or less (except dump trucks of 8 cubic yard capacity or over, tandem axle trucks, transit mix and semis, euclid type equipment, double bottoms and low boys)	TM-RB1	8/8/2013	\$41.92	\$37.85	H H H H H H H H Y
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of all trucks of 8 cubic yard capacity or over	TM-RB1A	8/8/2013	\$41.30	\$38.00	H H H H H H H H Y
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on euclid type equipment <i>Make up day allowed</i>	TM-RB1B	8/8/2013	\$41.45	\$38.23	H H H H H H H H Y
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Requestor: Troy School District

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Project Number: 1-13-9804

County: Oakland

Official Rate Schedule

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Official 2015 Prevailing Wage Rates for State Funded Projects

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Underground Laborer Open Cut, Class I

Construction Laborer	LAUC-Z1-1	9/5/2013	\$37.72	\$48.43	\$59.14	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$32.94	\$41.26	\$49.58
1,001-2,000 work hours	\$33.90	\$42.70	\$51.50
2,001-3,000 work hours	\$34.85	\$44.13	\$53.40
3,001-4,000 work hours	\$36.76	\$46.99	\$57.22

Underground Laborer Open Cut, Class II

Mortar and material mixer, concrete form man, signal man, well point man, manhole, headwall and catch basin builder, guard rail builders, headwall, seawall, breakwall, dock builder and fence erector.	LAUC-Z1-2	10/25/2013	\$37.83	\$48.60	\$59.36	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.02	\$41.38	\$49.74
1,001-2,000 work hours	\$33.98	\$42.82	\$51.66
2,001-3,000 work hours	\$34.95	\$44.27	\$53.60
3,001-4,000 work hours	\$36.87	\$47.15	\$57.44

Underground Laborer Open Cut, Class III

Air, gasoline and electric tool operator, vibrator operator, drillers, pump man, tar kettle operator, bracers, rodder, reinforced steel or mesh man (e.g. wire mesh, steel mats, dowel bars, etc.), cement finisher, welder, pipe jacking and boring man, wagon drill and air track operator and concrete saw operator (under 40 h.p.), windlass and tugger man, and directional boring man.	LAUC-Z1-3	9/5/2013	\$37.88	\$48.67	\$59.46	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.06	\$41.44	\$49.82
1,001-2,000 work hours	\$34.02	\$42.88	\$51.74
2,001-3,000 work hours	\$34.99	\$44.33	\$53.68
3,001-4,000 work hours	\$36.92	\$47.23	\$57.54

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Classification Name	Description	Last Updated	Straight Hourly	Time and Half	a Double Time	Overtime Provision
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Underground Laborer Open Cut, Class IV

Trench or excavating grade man.	LAUC-Z1-4	9/5/2013	\$37.96	\$48.79	\$59.62	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.12	\$41.53	\$49.94
1,001-2,000 work hours	\$34.09	\$42.99	\$51.88
2,001-3,000 work hours	\$35.06	\$44.44	\$53.82
3,001-4,000 work hours	\$36.99	\$47.33	\$57.68

Underground Laborer Open Cut, Class V

Pipe Layer	LAUC-Z1-5	9/5/2013	\$38.02	\$48.88	\$59.74	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$33.16	\$41.59	\$50.02
1,001-2,000 work hours	\$34.14	\$43.06	\$51.98
2,001-3,000 work hours	\$35.11	\$44.51	\$53.92
3,001-4,000 work hours	\$37.05	\$47.43	\$57.80

Underground Laborer Open Cut, Class VI

Grouting man, top man assistant, audio visual television operations and all other operations in connection with closed circuit television inspection, pipe cleaning and pipe relining work and the installation and repair of water service pipe and appurtenances.	LAUC-Z1-6	9/5/2013	\$35.47	\$45.06	\$54.64	X X X X X X X D Y
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Apprentice Rates:

0-1,000 work hours	\$31.25	\$38.73	\$46.20
1,001-2,000 work hours	\$32.10	\$40.00	\$47.90
2,001-3,000 work hours	\$32.94	\$41.26	\$49.58
3,001-4,000 work hours	\$34.63	\$43.79	\$52.96

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 Project Description: Smith Middle School & Nies Continuing Education Center -
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 County: Oakland

Official Rate Schedule
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Official 2015 Prevailing Wage Rates for State Funded Projects

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<u>Classification</u>	Last	Straight Time and	a Double	Overtime
Name Description	Updated	Hourly Half Time	Time	Provision
Underground Laborer Open Cut, Class VII				
Restoration laborer, seeding, sodding, planting, cutting, mulching and topsoil grading and the restoration of property such as replacing mail boxes, wood chips, planter boxes, flagstones etc.	LAUC-Z1-7 9/5/2013	\$32.09 \$39.99 \$47.88	X X X X X X X X	D Y

Apprentice Rates:

0-1,000 work hours	\$28.72 \$34.93 \$41.14
1,001-2,000 work hours	\$29.39 \$35.93 \$42.48
2,001-3,000 work hours	\$30.07 \$36.95 \$43.84
3,001-4,000 work hours	\$31.42 \$38.98 \$46.54

Official Request #: 185

Requestor: Troy School District

Project Description: Smith Middle School & Nies Continuing Education Center -

Project Number: 1-13-9804

County: Oakland

Official Rate Schedule

Every contractor and subcontractor shall keep posted on the construction site, in a conspicuous place, a copy of all prevailing wage and fringe benefit rates prescribed in a contract.

**SECTION 00880
REGULATORY REQUIREMENTS**

1. STANDARDS, CODES AND REGULATION

- 1.1. All Work is to comply with the rules and regulations of governing bodies having jurisdiction.
- 1.2. Standards, codes and regulations published by Manufacturer's associations, governmental agencies and other regulatory authorities form a part of these Specifications as minimum requirements. Such references include the latest issue and legal requirements in force.
- 1.3. Where differences occur between the Contract Documents and such standards, the strictest requirements shall take precedence.
- 1.4. Supply all materials and perform all Work in accordance with the Manufacturer's specifications and installation procedures, and in conformance with published Trade and Manufacturers' association standards, unless specifically noted otherwise in the Contract Documents.

2. PERMITS AND FEES

- 2.1. The Troy School District will obtain and pay for the General Building Permit.
- 2.2. Other than the general building permit, Contractor shall provide and pay for all other permits, assessments, governmental fees, bonds, connection charges, licenses and inspection fees and any other charges necessary for the proper execution and completion of the Contractor's Work.
- 2.3. Contractor is to provide, pay for and coordinate all other permits, fees, inspections, and city, county, state, federal and governing authority approvals required for the successful completion of the Work contained within its respective Bid Category and deliver required certificates of inspection and approvals to CM.
- 2.4. This Project is under but not limited to the jurisdiction of the
 - MICHIGAN DEPARTMENT OF LABOR FOR MECHANICAL AND ELECTRICAL
 - STATE OF MICHIGAN FIRE MARSHAL DIVISION
 - MICHIGAN DEPARTMENT OF PUBLIC AND (COUNTY) DEPARTMENT OF PUBLIC HEALTH
 - Site water and sewer utilities are under the jurisdiction of the COUNTY DRAIN/ROAD COMMISSION authorities

3. TAXES

- 3.1. This Project is subject to all applicable state Sales Tax and/or Use taxes, and Bidder must include such taxes in its Bid Proposal. All other taxes applicable to the project at the time of the bid are to be included in the bid amount and will be the responsibility of Bidder.

END OF SECTION 00880

**SECTION 01140
USE OF PREMISES**

1 RULES AND ENFORCEMENT:

- 1.1. Contractor and its Subordinate Parties shall be subject to rules and regulations for the conduct of the Work as stated herein and as the Owner or CM may establish.
- 1.2. Willful disregard of the following will be grounds for requiring the offending person(s) to be removed from the Project, and may subject the Contractor to termination under the Agreement.

2 USE OF PREMISES AND DELIVERIES

2.1. ACCESS TO WORK:

- 2.1.1. Before starting the Work, Contractor shall ascertain from CM what entrances, routes or roadways shall be used for access to the Work, and use only those designated for movement of personnel, materials and vehicles to and from the Project site.
- 2.1.2. Close coordination is required of Contractor with the Owner, CM, other contractors, the city and others having an interest in the Project to assure that Work on the site, access to and from the site and the general conduct of operations is maintained in a safe and efficient manner, and that disruption and inconvenience to existing streets and property is minimized.
- 2.1.3. Contractor is responsible to review the site and be familiar with all existing conditions within and around the Owner's property including local conditions and requirements.

2.2. ENTRANCES AND DRIVES

- 2.2.1. Specific entrances for material deliveries, equipment deliveries and worker access to the Project site will be as designated/directed by CM.
- 2.2.2. Selected entrances to the Project site will remain open for use during normal working hours.
- 2.2.3. At no time are vehicles to be parked, whether attended or not, in the Owner's entrances or drives.
- 2.2.4. Any material delivery which will tie up the Owner's entrances or drives shall be pre-scheduled with the Owner through CM.
- 2.2.5. Owner's deliveries and operations will take precedence over scheduling of construction deliveries.

2.3. ACCESS TO BUILDINGS:

- 2.3.1. Maintain free access to all buildings and areas of the site for designated vehicles, service vehicles and fire fighting equipment, and at no time shall block off or close roadways or fire lanes without providing auxiliary roadways and means of entrance acceptable to the Owner and CM.
- 2.3.2. Maintain a clean and safe passageway for the Owner's operations and personnel in existing areas, and maintain clearances adjacent to and in connection with the Work performed. Fire hydrants must remain accessible at all times.
- 2.3.3. Give the Owner and the local fire department at least forty-eight (48) hours notice of any such changes of routes.

2.4. SITE PARKING:

- 2.4.1. There is on-site parking for Contractors and their Subordinate Parties' employees.
- 2.4.2. Contractor, Subordinate Parties and their personnel will be allowed to park in the Owner's parking area. Each Contractor is responsible for providing transportation to and from the site, if required.

- 2.5. **LOADING OF STRUCTURE:** Each Contractor on behalf of itself and its Subordinate Parties shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.
- 2.6. **USE OF OWNER'S EQUIPMENT:** Contractors and their Subordinate Parties will not be allowed to use any Owner tools or equipment during the course of the Project .
- 2.7. **USE OF EXISTING ELEVATORS**
 - 2.7.1. Contractor may subject to the approval of CM and Owner, use the existing elevator(s) designated by the Owner within the contract boundaries for movement of personnel and materials to a construction area.
 - 2.7.2. In those cases where an elevator is to be shared with Owner services, the Owner's employees and services take priority over construction activities.
 - 2.7.3. Contractor is responsible for proper conduct with regard to the use of the elevator. Any damage to the elevator due to oversize load, excess weight or other conditions is the individual Contractor's responsibility.
 - 2.7.4. Use of the elevator(s) at times other than normal working hours shall be coordinated with CM and Owner.
- 2.8. **USE OF EXISTING FACILITIES**
 - 2.8.1. Limit the usage of the occupied areas of the facility to that which is absolutely necessary for the installation of the Work. Parts of the facility not in the construction area are "off limits" unless a specific work task is being performed as designated by CM.
 - 2.8.2. Use of the Owner's cafeteria, parking, telephones, toilet facilities, tools, equipment, or any other item or facility belonging to the Owner is not allowed unless specifically authorized by Owner and CM.
 - 2.8.3. Restrict all Work activities associated within an area undergoing renovation to the boundaries indicated by the Contract Documents. Any means of access or egress from the stipulated boundaries shall be coordinated with CM and the Owner.
3. **WORK HOURS:**
 - 3.1. Normal working hours are; 7:00 AM to 3:30 PM, Monday through Friday.
 - 3.2. Work operations shall comply with all applicable laws, ordinances, and regulations, and not create a public nuisance nor disturb the peace.
 - 3.3. Compensation to CM for supervisory staff due to abnormal working hours will be at the requesting Contractor's expense.
 - 3.4. Whenever Contractor intends to depart from normal work hours, it shall notify CM in writing at least forty-eight (48) hours in advance. Failure of Contractor to give such timely notice may result in CM directing the removal or uncovering of the Work performed during such abnormal hours at Contractor's expense. Special arrangements can be made for emergency work or shutdowns as may be required.
 - 3.5. Required off-hours work:
 - 3.5.1. Contractors may be requested to work split shifts, weekends, off peak Owner loading periods, etc., to accommodate Owner's utility and service requirements, such as, but not limited to, medical gas systems, electrical power, HVAC systems, storm and sanitary lines.
 - 3.5.2. All Work shall be bid on a straight time basis. Should premium time be required by the Owner, the cost for premium time labor, which may be required, is the Contractor's responsibility and is to be included in the base bid.
4. **USE OF EXPLOSIVES:** Is NOT permitted.
5. **DUST, DIRT, NOISE:** Each Contractor shall effectively confine or eliminate dust, dirt and noise to the actual construction area and in compliance with all applicable laws, rules and regulations.

- 6 BEHAVIOR AND CONDUCT: The Owner and CM expect Contractors and their Subordinate Parties to exercise common sense and good judgment, and to conduct themselves in a manner which would be a credit to the Owner. Without limiting other applicable provisions of the Contract Documents, Contractor shall not engage in the following:
- 6.1. Conduct that interferes with Work or work of others.
 - 6.2. Conduct that interferes with or is detrimental to safety, well-being of the owner, their operations and/or good reputation.
 - 6.3. Unauthorized use of confidential information.
 - 6.4. Discourtesy toward Owner's staff, visitors and the general public (including abusive, vulgar or other language.)
 - 6.5. Soliciting, canvassing, posting, or distributing literature or materials for any purpose while on the job site.
 - 6.6. Disregard of safety, sanitation, or security laws, rules and regulations.
 - 6.7. Stealing.
 - 6.8. Gambling.
 - 6.9. Possession and/or use of narcotics or intoxicants.
 - 6.10. Threats or abuse of others.
 - 6.11. Disorderly conduct or fighting.
 - 6.12. Playing of loud music.
 - 6.13. Falsification of information.
 - 6.14. Unauthorized travel of Contractor's employees outside the designated project Work areas.
 - 6.15. Discriminating behavior.
 - 6.16. Possession and/or use of weapons or firearms.
 - 6.17. Sexual or Ethnic harassment.
 - 6.18. Smoking: Contractors and their Subordinate Parties shall be responsible for adhering to the smoking policies and regulations of the Owner and the Owner's facilities.
- 7 TEMPORARY PARTITIONS:
- 7.1. Partition construction shall provide a fire-resistant classification approved by the authorities having jurisdiction. Openings in such partitions shall be protected by fire doors consistent with the rating of the partition. Any trade creating penetrations through the temporary partitions shall fire stop openings to match the rating of the wall.
- 8 PROTECTION OF FACILITIES
- 8.1. Each Contractor on behalf of itself and its Subordinate Parties shall be responsible for all damage to the Project including the existing buildings and grounds arising or resulting from its operations under the Agreement. Repair or replacement of damaged items shall be to the satisfaction of the Owner and CM.
 - 8.2. Each Contractor shall provide and maintain proper shoring and bracing for existing underground and aboveground utilities, foundations, structure and systems encountered during its Work and shall
 - 8.2.1. protect the project, or any part thereof, and surrounding areas from collapse or movement, or any other type of damage until such time as they are to be removed, incorporated into the new Work or can be properly supported or backfilled upon completion of new Work.
 - 8.2.2. limit disruptions to a maximum of four (4) hours.

- 8.2.3. prior to beginning any Work that may affect underground facilities, contact MISS DIG and utility companies for the location of all existing underground services.
 - 8.2.3.1. Provide, documentation of such contact to CM.
 - 8.2.3.2. If necessary, Contractor shall pay for layout and locating of existing utilities.
- 8.3. Utilities and/or other services which are shown, or not shown but encountered, shall be protected by the Contractor from any damage arising or resulting from Work, unless or until they are abandoned. If the utilities or services are damaged from Contractor's Work, Contractor shall immediately repair any damage and restore the utilities and services to an equal or better condition than that which existed prior to the damage. Contractor will be responsible for all liabilities, expenses, lawsuits or claims arising or resulting from such damage and will defend, hold harmless and indemnify Owner and CM from any claims or lawsuits or other expenses.
- 8.4. Each Contractor on behalf of itself and its Subordinate Parties shall be responsible for all damage to the Project and surrounding areas including the existing building and grounds arising out of or resulting from their performance of the Work. Repair or replacement of damaged items shall be to the satisfaction of the Owner and CM.
- 8.5. Preservation of existing trees and other vegetation on the site to the maximum extent possible is required.
 - 8.5.1. Each Contractor must plan its Work and instruct its Subordinate Parties to conduct their operations to avoid damage to trees and vegetation (provide barriers as required.)
 - 8.5.2. Indiscriminate driving about the site, disposing of waste, storage of materials upon or against trees or any other activity which is harmful to trees or vegetation will not be tolerated.
 - 8.5.3. Any case of damage to any tree shall be reported to CM immediately so that professional repairs can be made. The cost of such required repairs or treatment shall be charged to the responsible Contractor.

9 OWNER'S OPERATIONS & INTERRUPTION OF OCCUPANCY /SEQUENCING

- 9.1. The Owner shall have the option to curtail or delay any activity that affects its operations. Should a Contractor be asked to stop its Work, the Contractor shall do so immediately and proceed with other activities with no additional cost to the Owner or CM.
- 9.2. The Owner may occupy the premises during the entire period of construction to conduct operations.
- 9.3. Each Contractor is responsible to plan, coordinate and execute its Work in such a manner that there will be no disruption of or the least disruption to the Owner's operations. If an interruption of operations is unavoidable, then this Work will be scheduled with the Owner through CM.
- 9.4. Contractors is responsible to provide temporary utilities and systems to maintain services to the facility while Work is being performed.
- 9.5. No interruptions to Owner's power, lighting, signal, or alarm circuits will be permitted without the express written permission of the Owner through CM. Arrangements for interruptions shall be made with the Owner at least forty-eight (48) hours prior to the interruption and shall be made at such time and duration as authorized by them. Temporary feeders, transformer jumpers, connections, circuits, etc., shall be used as required to accomplish the above at no additional cost to the Owner and CM.

10 MATERIAL STORAGE

- 10.1. All Contractors are required to provide and pay for off-site storage facilities as required for their Work.
- 10.2. All Contractors will not be allowed on-site storage facilities. Material, equipment and tools, shall not be stored on-site in excess of five (5) working days prior to installation or use without CM's approval.
- 10.3. Storage of combustible materials within or adjacent to the building is prohibited.
- 10.4. All Contractors shall

- 10.4.1. Stock the job with sufficient materials to maintain progress and schedule and without interfering with the Work or storage of others.
- 10.4.2. Assume full responsibility for the protection and safekeeping of products under their control which are stored on the site.
- 10.4.3. Move any stored products under their control, which interfere with operations of the Owner or separate contractors as directed by CM.
- 10.4.4. Provide sufficient protection for its materials and equipment from damages by weather or construction work or other hazards.
- 10.4.5. Remove all debris and leave the area in a clean and orderly condition during progress of Work and upon completion of the Work.
- 10.4.6. Submit a receipt of shipment for all equipment stored on-site or off-site to CM. No materials or equipment shall be removed from the site without the permission of CM

END OF SECTION 01140

SECTION 01250 CHANGES IN THE WORK

1 SUMMARY

1.01 This section describes the following requirements including:

1.01.1 Types of Change Documentation

1.01.1.1 PCO – Potential Change Order

1.01.1.2 CO – Change Order

1.01.2 Compensation of Overhead and Profit for Changes in the Work

1.01.3 Itemization of Cost of Changed Work

1.02 This section is not intended to include RFI's, ASI's (Architects Supplemental Instructions), or other documents that clarify the work but have no substantive cost or schedule impact to the work.

2 TYPES OF CHANGE DOCUMENTATION

Changes to the work which may involve a change in the contract price or schedule will be accompanied by the Barton Malow form entitled "PCO- Quotation Only". In the event that the timing does not allow the For Quote Only process, then CM will issue its form entitled "PCO-Notice to Proceed."

2.1. PCO- NOTICE TO PROCEED AND FOR PCO- QUOTATION ONLY FORMS

- 2.1.1. A PCO- Notice to Proceed is used when Work must be performed with swiftness and authorization to proceed by Change Order is inappropriate due to time restrictions. In order for a PCO- Notice to Proceed to be valid, it must be signed by CM. The terms for establishing the additional cost and processing of the PCO- Notice to Proceed into a Change Order shall be identified prior to its release by CM.
- 2.1.2. If a change results in a change in cost, CM will issue a PCO with the supporting change documents.
- 2.1.3. Contractor shall prepare a detailed cost quotation for the PCO. This quotation shall include an itemized takeoff of labor, equipment and material with a unit cost for each item together with backup and breakdown documentations satisfactory to CM. The PCO must be returned as directed
- 2.1.4. Contractor shall sign and date the PCO and submit it with proper backup. The PCO will then be reviewed, evaluated, negotiated and then, when acceptable, processed
- 2.1.5. The PCO- Quotation Only is a document used for processing Contractor's quotations and is **not** a Change Order. Therefore, completion of the PCO- Quotation Only does **not** release the Work to begin.
- 2.1.6. PCO's will precede a Change Order. Contractors shall receive an approved PCO- Notice to Proceed or an executed Change Order before starting Work. Any changed Work performed by Contractor without a properly executed PCO- Notice to Proceed or a properly executed Change Order is at Contractor's sole risk and expense. **BILLINGS AGAINST CHANGES WILL NOT BE ACCEPTED AFTER A PCO- NOTICE TO PROCEED OR FOR QUOTE ONLY IS ISSUED, BUT ONLY AFTER A CHANGE ORDER HAS BEEN PROCESSED AND SIGNED BY ALL PARTIES.**

2.2. CHANGE ORDER

- 2.2.1. Change Orders will be issued by CM. CM will first issue the Change Order to the Contractor for signature. The Change Order will then be returned to CM. Once all appropriate signatures are secured, an executed copy will be sent to the Contractor.
- 2.2.2. Once the Change Order has been processed and signed by all parties, the Contractor may invoice for payment on the completed portion of Work.
- 2.2.3. Agreement on a Change Order shall constitute a final settlement of all matters relating to the changed Work that is the subject of the Change Order.

3. COMPENSATION OF OVERHEAD AND PROFIT FOR CHANGES IN THE WORK

3.1. CONTRACTOR'S OVERHEAD AND PROFIT

- 3.1.1. For changes resulting in increase of cost:
 - 3.1.1.1. Overhead and profit for the Contractor shall not exceed the following when change Work is performed by
 - 3.1.1.1.1. Contractor itself: fifteen percent (15%).
 - 3.1.1.1.2. Contractor subordinate party: five percent (5%)
 - 3.1.1.2. Overhead and profit for the subordinate party shall not exceed the following when change Work is performed by
 - 3.1.1.2.1. Subordinate party itself: fifteen percent (15%)
 - 3.1.1.2.2. Contractor to the subordinate party: five percent (5%)
- 3.1.2. For changes resulting in reduction of cost
 - 3.1.2.1. Deductive costs shall include commensurate deductive credits for overhead and profit based on the percentages stated above.
- 3.1.3. Contractor's and Subordinate Party's overhead and profit shall include cost (at the Project Site, home office and otherwise) of supervision, telephone, travel, copying, administrative services, office, power, light, tools, jobsite vehicles, and all other general expenses including bond premiums. In no event shall these items be charged as cost of the Changed Work.

4. ITEMIZATION OF COST OF CHANGED WORK

4.1. EXTRA WORK TICKETS

- 4.1.1. If extra work is to be completed above and beyond the terms of the contract, as determined by (and approved in advance by) the CM, the Contractor is required to:
 - 4.1.1.1. Provide an Extra Work Order ticket to the CM within three (3) days of completing the work.
 - 4.1.1.1.1. Extra Work Order tickets will be rejected if they are not turned in to the CM within three (3) days of completing the work.
 - 4.1.1.1.2. Extra Work Order tickets are to be completed in triplicate and a copy is to be left with the CM.
 - 4.1.1.1.2.1. The CM will sign all copies of the Extra Work Order tickets and return two (2) to the Contractor in a prompt manner, keeping one for record.
 - 4.1.1.1.3. A copy of the signed ticket(s) must accompany the Request for Change Order(s) quote from the Contractor. A change order will not be processed and the Request for Change Order(s) will be rejected if there is no signature from the CM.

- 4.1.1.2. Provide the CM with a Request for Change Order for the extra work within ten (10) days of receiving the signed ticket.
 - 4.1.1.2.1. The Request for Change Order must be accompanied by a copy of the signed Extra Work Order ticket from the Contractor.
 - 4.1.1.2.2. The Request for Change Order will be rejected and no PCO or Change Order will not be processed if the quote is not received within ten (10) days of the date signed by the CM.

4.2. CORRELATION WITH CONTRACTOR'S SUBMITTALS

- 4.2.1. Contractors shall
 - 4.2.1.1. Revise the Schedule of Values and Request for Payment forms to record each Change Order as a separate item of Work, and to record the adjusted contract price.
 - 4.2.1.2. Revise the Construction Schedule to reflect each change in Contract Time approved by a Change Order.
 - 4.2.1.3. Revise sub-schedules to show changes for other items of Work affected by the changes.
 - 4.2.1.4. Enter and revise Record Documents to reflect changes

4.3. COST OF THE CHANGED WORK

- 4.3.1. The "Cost of the Changed Work" shall be approved by CM and shall mean the costs necessarily incurred by the Contractor in the proper performance of the Changed Work. Such rates shall not be higher than those customarily paid at the place of the Project. The Cost of the Changed Work shall only include those items set forth below.

WAGES OF LABOR	Wages of construction workers directly employed by Contractor to perform the construction of the changed Work at the site
PAYROLL MARKUP	The amount approved by CM and Owner which covers the costs paid by the Contractor for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements and for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays vacations and pensions, provided that such costs are based on the wages and salaries of labor performing the changed Work.
COST OF EQUIPMENT, MATERIALS, AND SUPPLIES	Costs of materials, equipment and supplies to be incorporated into the changed Work less all savings, discounts, rebates and credits accruing to the Contractor.
RENTAL CHARGES FOR EQUIPMENT NOT OWNED BY CONTRACTOR	Rental charges for equipment not owned by Contractor that is necessary for completion of the Changed Work. Rates and quantities rented must be approved in advance by CM.
TAXES	Sales or use taxes imposed by a governmental authority which are directly attributable to the changed Work and for which the Contractor is liable.
SUBORDINATE PARTY COSTS	Payments made to the Contractors for proper execution of Changed Work, subject to the limits set forth above for overhead and profit.

- 4.2.2. In no event shall the Cost of Changed Work include:

- 4.2.2.1. Salaries or wages of persons other than those directly performing the changed Work, including Contractor’s personnel stationed at the principal office;
- 4.2.2.2. Expenses of the Contractor’s principal office and offices other than the site office, except as provided above;
- 4.2.2.3. Overhead and general expenses of any nature, except as set forth above;
- 4.2.2.4. Capital expenses of Contractor, including interest on the Contractor’s capital employed for the Changed Work;
- 4.2.2.5. Rental costs for machinery or equipment, except as allowed above, or tools of any kind, unless specifically identified and approved in advance in writing by CM;
- 4.2.2.6. Costs due to the negligence or failure to perform of the Contractor or its Subordinate Parties;
- 4.2.2.7. Costs designated above as being included in Overhead and Profit
- 4.2.2.8. Any cost not specifically described above, or otherwise approved in advance and in writing by CM and Owner.
- 4.2.2.9.** Any bond premiums of portion of increased bond costs directly attributable to the changed Work.

4.3. QUOTATION FORMAT

Based on the above, the following formula will be utilized by all of the Contractors.

Number of PCO _____
 Date of PCO _____
 Description of Change _____

Cost of Changed Work

Labor:

Carpenter	(No. of Hrs. x Rate)	xxx.xx	
Labor	(No. of Hrs. x Rate)	xxx.xx	
Ironworker	(No. of Hrs. x Rate)	<u>xxx.xx</u>	
	Subtotal		xxx.xx
	OH&P @ 15%		xxx.xx

Equipment, Materials, Supplies:

Ace Hardware	xxx.xx		
Acme Products	xxx.xx		
Concrete Supplier		<u>xxx.xx</u>	
		xxx.xx	
	Subtotal		xxx.xx
	OH&P @ 15 %		<u>xxx.xx</u>
	Subtotal (1)		xxx.xx

Contractor Costs

ABC Welding	xxx.xx		
XYZ Resteel		<u>xxx.xx</u>	
	Subtotal		xxx.xx
	OH&P @ 5 %		<u>xxx.xx</u>
	Subtotal (2)		xxx.xx

TOTAL QUOTATION AMOUNT

Total Quotation (Subtotal 1 plus Subtotal 2)

XXX.XX

END OF SECTION 01250

SECTION 01290 PAYMENT PROCEDURES

1. SUMMARY

1.1. This Section describes the following requirements including:

- 1.1.1. Schedule of Values
- 1.1.2. Application for Payment Process
- 1.1.3. Reduction of Retention
- 1.1.4. Payment for Materials Stored Off-site
- 1.1.5. Waivers of Lien and Sworn Statements

2. PAYMENT PROCEDURES

2.1. SCHEDULE OF VALUES

- 2.1.1. Once the Agreement is awarded, each Contractor must submit a Schedule of Values for its entire Work to CM for approval. This Schedule of Values must be submitted either within fifteen (15) days of award or fifteen (15) days prior to the first payment application deadline (per the Application for Payment Schedule), whichever comes first. The Schedule of Values must include labor and material line items for each portion of the Work (larger portions of Work such as concrete, curtainwall, drywall, mechanical, and electrical shall be broken down by elevation, floor, and areas appropriate), the Contractor shall separate bond costs, and general conditions line items as appropriate.
- 2.1.2. The Schedule of Values will be submitted in a format as prescribed by, and to the level of detail specified by, CM.
 - 2.1.2.1. The sum of the parts of the Schedule of Values shall equal the contract price.
 - 2.1.2.2. The minimum level of breakdown and order on the application for payment will be:
 - 2.1.2.2.1. Bond costs, if applicable
 - 2.1.2.2.2. General conditions line item(s)
 - 2.1.2.2.3. Division 1 cost breakdown as required
 - 2.1.2.2.4. Costs associated with preparation of closeout paperwork and documentation
 - 2.1.2.2.5. Major portions of the Work shall be broken down into labor and material line items for specific areas of the facility
 - 2.1.2.2.6. A listing of approved and executed Change Orders to the Contract, if any, in sequential order.
 - 2.1.2.3. Schedule of Values items shall have a direct and understandable relation to the Project master construction schedule.
 - 2.1.2.4. Overhead and profit shall be listed as a separate line item on the schedule of values.
- 2.1.3. The Schedule of Values, unless objected to by CM, Owner or Architect, shall be the basis for the Contractor's application for payments.
- 2.1.4. CM shall have the right to require the Contractor to alter the value or add/delete categories listed on the Schedule of Values at any time for the following reasons:
 - 2.1.4.1. The Schedule of Values appears to be incorrect or unbalanced.

- 2.1.4.2. A revision of the Schedule of Values is required due to the Contractor revising the sequence of construction or assembly of building components that in turn invalidates the Schedule of Values.
- 2.1.4.3. Change Orders are issued to the Contractor and shall be incorporated into the Schedule of Values as a separate line item at the bottom of the Schedule of Values.
- 2.1.5. The Contractor is required to correlate the documentation for payment of stored materials requested in the application for payment against the agreed upon breakdown of the Schedule of Values as described in Payment for Stored Materials. CM reserves the right to not process the application for payment if this correlation has not been submitted in conjunction with the application.

2.2. APPLICATION FOR PAYMENT PROCESS

2.2.1. Step 1: JOB-SITE INSPECTION - DRAFT PAYMENT REQUEST

- 2.2.1.1. The Contractor shall
 - 2.2.1.1.1. have a representative walk the Project site with CM's representative on or before the tenth (10th) of the month,
 - 2.2.1.1.2. invoice for Work from the tenth (10th) of last month to the tenth (10th) of the present month.
 - 2.2.1.1.3. submit during the review, the itemized rough draft of the Application and Certificate for Payment (AIA Documents G702 and G703 Continuation Sheet) identifying the Work completed, if any, during the current calendar month; shall review same with CM and obtain a preliminary approved copy of the draft for official submission
 - 2.2.1.1.4. Contractor's pay application shall only reflect Work completed through the date of submission. In no event will payments be authorized for forecasted Work.

NOTE: No payment shall be issued to a Contractor for materials stored off-site unless supported by proper documentation as required by CM (upon advance notification of such requests only) as described in Part 3 Payment for Stored Materials.

2.2.2. Step 2: PAYMENT REQUEST PREPARATION/SUBMISSION

- 2.2.2.1. With the information agreed upon in Step 1, the Contractor will prepare a formal application for payment request.
- 2.2.2.2. Three (3) originals of the request and three (3) originals of the sworn statements must be submitted to CM's Site office on or before the fifteenth (15th) of the month.
- 2.2.2.3. Late or incomplete application packets will not be accepted.**
- 2.2.2.4. The payment request will be made on an Application and Certificate for Payment form (AIA documents G702 and G703).
- 2.2.2.5. Before submitting these documents to CM, each request for payment must be signed by a duly authorized agent of the Contractor and notarized.
- 2.2.2.6. The Contractor must include with each request for progress payment a waiver of lien for all previous payments, Contractor's sworn statement and any necessary backup data as described in Part 4, Waivers of Lien and Sworn Statements.
- 2.2.2.7. In addition, at submission of the final pay application Contractor shall provide unconditional final waivers of lien for all Subordinate Parties, as well as all close out documentation and all additional back up data described in Part 4, Waivers of Lien and Sworn Statements.

- 2.2.2.8. In requests for payment which follow the execution of a Change Order in excess of twenty-five percent (25%) of the Agreement price, Contractor must present a bond rider evidencing that the penal sum of any required payment and performance bonds have been increased to one hundred percent (100%) of the adjusted Agreement price, or such other percentage as set forth in Section 00200 of the Project Manual, Instructions to Bidders. Submission of the required back-up data is a condition precedent to payment.
- 2.2.3. Step 3: CHECK DISTRIBUTION
- 2.2.3.1. CM will issue individual checks to each Contractor. The Contractor will receive the waiver of lien with the check and will be required to sign three (3) originals of the waiver upon receipt of the check each month (see Part 4).
- 2.2.3.2. The Contractor shall provide all supporting documentation substantiating the Contractor's right to payment as the Owner, CM and the Architect may require.
- 2.3. REDUCTION OF RETENTION
- 2.3.1. CM shall be entitled to withhold ten (10%) percent of each payment due to a Contractor until Substantial Completion of the Contractor's Work.
- 2.3.2. The Contractor, when requesting a reduction of retention, shall submit to CM, an AIA G707, Consent of Surety to Reduction In or Partial Release of Retention form in Section 01600 Forms.
- 2.3.3. Within thirty (30) days after Certificate of Substantial Completion has been issued for all portions of its Work, the Contractor's retention may be reduced to a sum as CM/the Architect may determine is suitable to protect CM and the Owner for all incomplete Work and any unsettled claims.
- 2.3.4. Notwithstanding the foregoing, payment of retention shall be subject to all other conditions precedent that applies to payment as set forth in the Contract Documents.
3. PAYMENT FOR MATERIALS STORED OFF-SITE
- 3.1. PAYMENT FOR MATERIALS STORED OFF-SITE
- 3.1.1. The Contractor, if intending to use an off-site storage area or facility for stored materials, shall submit a written request to the CM and obtain approval prior to submitting the first application for payment as described in Part 2 Applications for Payment.
- 3.1.2. Payments will be made for materials properly stored off site.
- 3.1.2.1. "Properly stored" shall mean in an insured warehouse with the Owner and CM being named as insureds, and all material identified as property of the Owner.
- 3.1.2.2. The Contractor is responsible for all associated off site storage costs, transportation, insurance, including insurance coverage for stored material, while in transit, unless Contractor obtains written documentation that the material is covered during transit under a Builder's Risk Policy applicable to the Project.
- 3.1.2.3. Contractor shall provide CM and the Owner verification in writing for all material so stored. Such materials shall be protected from diversion, destruction, theft, and damage to the satisfaction of CM, Owner and the Lender (if any), specifically marked for use on the Project, and segregated from other materials at the storage facility.
- 3.1.2.4. The Contractor bears all risk of loss to materials and equipment stored off site.
- 3.1.3. Contractor is to provide supporting documentation in the form of invoices, insurance policies, and any other pertinent documentation as requested by CM or Owner for items the items stored off-site. Documentation shall include the following:

- 3.1.3.1. Detailed description of the material including quantities that will serve as a material description for the billing and as information to file a claim with an insurance company.
 - 3.1.3.1.1. Stored Materials - Each item must be identified as to manufacturer, model number, and serial number, if applicable, or other identifiers should be listed for each item. Each listing must be accompanied by invoices, shipping tickets, consent of surety, and any other applicable supporting documentation.
 - 3.1.3.1.2. Stored Manufactured Building Materials - Each item must be identified as to type, manufacturer's number or designation, and should also list the number of cartons and the contents therein storage. Each listing must also be accompanied by supporting documents including all invoices, shipping tickets and consent of surety.
 - 3.1.3.1.3. Stored Fabricated Materials - A listing specifying the number of pieces, items, and marks as may be applicable to the particular type of items. Photographs should accompany the request.
- 3.1.3.2. Individual itemized costs of materials and the total cost value, which shall not exceed the Contractor's subcontractor or material supplier cost. The total cost value shall be supported by the Contractor's subcontractor or material supplier invoices for the stored material.
- 3.1.3.3. Estimated cost value for those materials that are fabricated by the Contractor's subcontractor or material supplier.
- 3.1.3.4. The location where the material is physically stored, including the warehouse address and storage location within the warehouse, such as bin number, aisle number or other designation. All material shall be segregated and marked.
- 3.1.3.5. Copies of the insurance policies that cover the stored materials and that name CM and the Owner as insureds. The limit of the insurance policy shall be equal to or greater than the replacement value of the stored materials.
- 3.1.4. When Applications for Payment include products stored off the Project Site or stored on the Project Site but not incorporated in the Project, for which no previous payment has been requested, a complete description of such product shall be attached to the application.
- 3.1.5. Contractor shall submit a certificate of title listing the Owner's ownership in the off-site stored materials equal to the amount paid effective at the time funds are delivered.
- 3.1.6. If the size, quantity, and/or type of material or product is such that a bonded warehouse is deemed unsuitable, then, with CM's approval, the Contractor may elect to prepay its subcontractor or supplier for certain material and products which are to remain on and be stored on that subcontractor/supplier's premises until needed by the Project. In such event, the Contractor shall enter into a security agreement with the subcontractor/supplier under which the Contractor shall be granted a security interest in and to all such material and products fabricated and/or to be supplied by the subcontractor/supplier for this Project and stored on the subcontractor/supplier's premises. This Security Agreement shall be a part of the financing statement, which shall be presented to a filing officer for filing pursuant to the Uniform Commercial Code. All expenses incurred in obtaining this security agreement shall be at Contractor's sole cost and expenses, and shall not accrue to the Owner, CM, Architect, nor the Project. A copy of each and every security agreement shall be filed with CM with the first Application for Payment which requests payment for such material or products.
- 3.1.7. All payment requests for off-site stored materials must be accompanied using the "Payment Request for Stored Materials" and a "Subcontractor Affidavit for Stored Materials." Payment requests for stored materials not complying with the foregoing requirements will not be approved. Contractors are to notify the CM in ample time to conduct verification procedures.

- 3.1.8. Contractors may not apply the cost of materials stored off-site towards a reduction in the retention amount.
- 3.1.9. Representatives of CM and Owner shall have the right to make inspections of the storage areas at any time.

4. WAIVERS OF LIEN AND SWORN STATEMENTS

4.1. WAIVERS OF LIEN

- 4.1.1. The Contractor's first Application for Payment will be based upon 100 percent of the value of Work installed. The first payment, amounting up to 90 percent of application, will be made to the Contractor without supporting documentation. Subsequent Applications for Payment must be accompanied by lien waivers from the Contractor, its Subordinate Parties or receipted invoices covering payment to the Contractor for previous calendar month period. Lien waivers must be unconditional and must show the amount paid.
- 4.1.2. An "Acknowledgment of Payment and Partial Unconditional Release" will be distributed with the check to each Contractor by CM for payment of the previous month's application. The Waiver of Lien is to be signed by an authorized representative of the Contractor. Under no circumstances will payment be released until the completed "Acknowledgment of Payment and Partial Unconditional Release" has been submitted and signed by the Contractor from the previous month.
- 4.1.3. Final payment will not be made until a "Final Release Subcontractor/Materialman has been submitted. This will also be distributed by the CM for Contractor signature and must be returned by the Contractor. The Final Release must be signed by an authorized representative of the Contractor and must be notarized.
- 4.1.4. Final unconditional waivers will be required for all of Contractor's Subordinate Parties listed on Contractor's sworn statement. These final waivers must be submitted along with the final release, before payment can be made.

4.2. SWORN STATEMENTS

- 4.2.1. The appropriate number of original "Sworn Statements" must be completed to the satisfaction of CM, signed and notarized by an authorized representative of the Contractor and submitted with the Contractor's Application for Payment, monthly to the CM.
- 4.2.2. The Contractor's Subcontractor's sworn statements, waivers and other supporting documentation will be required with each pay application.

END OF SECTION 01290

SECTION 01310 MEETINGS

1. GENERAL

1.1. DESCRIPTION OF REQUIREMENTS

- 1.1.1. The CM shall schedule, chair, and administer all periodic meetings throughout the progress of the work for the purpose of coordinating and expediting the Work. Such meetings shall be held at the job site bringing together responsible representatives of active Contractors for the purpose of planning, assessing progress and discussing problems of mutual concern. Each Contractor, and its Subordinate Parties' representative attending the meetings shall be authorized to act on behalf of and make decisions/commitments for the entity each represents, the decisions made at the meetings and each Contractor who should be in attendance will be held responsible for information and directions given at the meeting.
- 1.1.2. The CM will prepare and distribute the minutes of all meetings, if CM determines minutes are required. If the attendees do not object in writing to any part of the meetings within ten (10) days of distribution of the minutes, the minutes shall be accepted as written.
- 1.1.3. The scope of meetings include, but are not limited to:
 - 1.1.3.1. Preconstruction Meeting
 - 1.1.3.2. Job Progress/Coordination Meetings
 - 1.1.3.3. Other Meetings

2. TYPES OF MEETINGS

2.1. PRECONSTRUCTION MEETING (KICK-OFF)

- 2.1.1. A Preconstruction (kick-off) meeting will be conducted with representatives of all the Contractors within fifteen (15) days after the Agreement is awarded at the jobsite or as designated by the CM. The agenda may include:
 - 2.1.1.1. Discussion on major subcontracts and suppliers
 - 2.1.1.2. Major and/or critical work sequencing regarding the project schedule
 - 2.1.1.3. Project coordination and designation of responsible personnel
 - 2.1.1.4. Procedures and processing of field instructions, requests for proposal, submittals, change orders, applications for payment, etc.
 - 2.1.1.5. Quality assurance/control issues
 - 2.1.1.6. Adequacy of distribution of contract documents
 - 2.1.1.7. Procedures for maintaining record documents
 - 2.1.1.8. Use of premises, office, work and storage areas and other CM requirements
 - 2.1.1.9. Construction facilities/temporary utilities
 - 2.1.1.10. Safety and security procedures
 - 2.1.1.11. Other administrative procedures
 - 2.1.1.12. Review of Owner expectations

2.2. JOB PROGRESS/COORDINATION MEETINGS

- 2.2.1. On-site project coordination/progress meetings will be held on a bi-weekly basis or as appropriate throughout the life of the Project. The [CM/Owner] will set the agenda for the Project progress meeting. At a minimum, each Contractor shall be prepared to discuss the following:
 - 2.2.1.1. Actual vs. scheduled progress for the prior two-week period

- 2.2.1.2. Planned construction activities for the next four weeks
- 2.2.1.3. Problems with, revisions to and corrective measures and procedures to regain the construction schedule, if required
- 2.2.1.4. Review of off-site fabrication, delivery schedules
- 2.2.1.5. Document clarification requests
- 2.2.1.6. Coordination items with other Contractors
- 2.2.1.7. Changes in the work affecting cost and/or time
- 2.2.1.8. Submittals and shop drawings
- 2.2.1.9. Field observations, problems, conflicts
- 2.2.1.10. Quality control issues and non-conformance resolutions
- 2.2.1.11. Safety issues

2.3. OTHER MEETINGS

- 2.3.1. QUALITY ASSURANCE MEETINGS - CM may conduct quality assurance/quality control meetings as necessary during the progress of the Work. CM will set the agenda for the quality meeting. At a minimum, the Contractor shall be prepared to discuss the following:
 - 2.3.1.1. Testing and inspection procedures
 - 2.3.1.2. Tolerance requirements
 - 2.3.1.3. Quality samples
 - 2.3.1.4. Reporting of non-conformance items
 - 2.3.1.5. Corrective actions assigned
 - 2.3.1.6. Disposal of non-conforming items
 - 2.3.1.7. Job procedures
- 2.3.2. SAFETY MEETINGS - Refer to Section 00810 Safety and Loss Control Program for more information.
- 2.3.3. INSPECTIONS TOURS - Formal inspections/tours may be made of the Project progress by the Owner, Architect, local, state or federal officials, insurance representatives, or others as the occasion warrants and as scheduled by CM. If requested by CM, each Contractor shall be prepared to show and explain Work throughout the building to the inspecting parties, in addition to providing Work in compliance with these inspections.
- 2.3.4. CHANGE REQUEST MEETINGS - Upon issuance of a major Proposal Request (a.k.a. bulletin), CM may conduct a meeting as necessary with all significant Contractors to review its contents and determine cost, delivery and schedule impacts. At a minimum, the Contractor shall be prepared to discuss the following:
 - 2.3.4.1. Impact of out-of-sequence work
 - 2.3.4.2. Identification of pertinent long-lead material and system impact
 - 2.3.4.3. Alternative recommendations
 - 2.3.4.4. Evaluation of approximate cost magnitude
 - 2.3.4.5. Evaluation of impact on completion
 - 2.3.4.6. Alternate sequencing
 - 2.3.4.7. Due date for Contractor pricing and scheduling impact

END OF SECTION 01310

SECTION 01320 COMMUNICATIONS

1. SUMMARY

1.1. This Section describes the following requirements including:

- 1.1.1. Meetings / Communications
- 1.1.2. Contractor Correspondence
- 1.1.3. Contractor's Daily Report
- 1.1.4. Request for Information (RFI)

2. METHODS OF COMMUNICATION

2.1. MEETINGS (previous Section 01310 – Meetings)

- 2.1.1. The CM shall schedule, chair, and administer all periodic meetings throughout the progress of the work for the purpose of coordinating and expediting the Work. Such meetings shall be held at the job site office bringing together responsible representatives of active Contractors for the purpose of planning, assessing progress and discussing problems of mutual concern. Each Contractor, and its Subordinate Parties' representative attending the meetings shall be authorized to act on behalf of and make decisions/commitments for the entity each represents, the decisions made at the meetings and each Contractor who should be in attendance will be held responsible for information and directions given at the meeting.
- 2.1.2. The CM will prepare and distribute the minutes of all meetings, if CM determines minutes are required. If the attendees do not object in writing to any part of the meetings within ten (10) days of distribution of the minutes, the minutes shall be accepted as written.
- 2.1.3. The scope of meetings include, but are not limited to:
 - 2.1.3.1. Preconstruction Meeting
 - 2.1.3.2. Job Progress/Coordination Meetings
 - 2.1.3.3. Other Meetings
 - 2.1.3.3.1. Quality Assurance
 - 2.1.3.3.2. Safety
 - 2.1.3.3.3. Inspection Tours
 - 2.1.3.3.4. Change Request

2.2. CONTRACTOR CORRESPONDENCE

- 2.2.1. All field and/or construction correspondence and/or communications must be directed through CM,. All correspondence should list the following as appropriate:
 - 2.2.1.1. Project Name: BP12 Smith Middle School Remodeling / Niles Continuing Education Center Remodeling
 - 2.2.1.2. CM Job#: 140077
 - 2.2.1.3. Architect Job#: 13165A, 13166C
 - 2.2.1.4. Contractor Contact Information
 - 2.2.1.5. Subject: clearly indicate subject matter of correspondence

2.3. CONTRACTOR'S DAILY REPORT

- 2.3.1. Each Contractor will prepare and distribute daily to CM a comprehensive daily report to include pre-task planning and maintain it during the entire project period. The daily report shall be

submitted to CM's superintendent by the end of the day for that day's Work. Each Contractor is responsible for specifically alerting CM to items which could result in claims or delays.

2.3.2. Each Contractor may provide its own daily report if it covers the same issues as addressed in CM's Contractor Daily Report / Pre-Task Plan form. The CM suggested report form will be provided to the Contractor and is in Section 01600 - Forms.

2.4. REQUEST FOR INFORMATION (RFI)

2.4.1. The Request for Information (RFI) is in Section 01600 Forms.

2.4.2. In the event that a clarification is required due to a question raised by the Contractor pertaining to the Contract Documents, the Contractor shall submit a Request for Information (RFI) to the CM, which will be forwarded to the Architect. The RFI should be sufficiently detailed to accurately describe the problem and provide a possible solution.

2.4.3. The Architect will return the RFI to CM as expeditiously as possible with its reply. In some instances, the Architect may issue its reply to the RFI on other documents, in which case, the RFI will simply reference these documents.

2.4.4. The RFI will be returned to the Contractor by CM. The Contractor is responsible to give proper notice as set forth in the Contract Documents if a response will cause the Contractor to incur additional expense or expend additional time which could impact the schedule. If extra work or an additional cost may exist due to the clarification, CM may issue a PCO- Quotation Only or PCO-Notice to Proceed to the Contractor.

END OF SECTION 01320

SECTION 01330 SUBMITTALS

1 SUMMARY

1.1. This Section describes the following requirements including:

- 1.1.1. Scope
- 1.1.2. Submittal Register
- 1.1.3. Submittal Requirements
- 1.1.4. Submittal Process and Responsibilities
- 1.1.5. Re-submission Requirements

2 SCOPE

- 2.01 Where requirements of this Section vary from the requirements of the General Conditions, this Section's requirements shall take precedence.
- 2.02 CM will prepare and submit a submittal register/schedule including close-out documentation for Contractor's use in preparing submittals required for the Project. Contractor's shall complete the submittal schedule/register showing the dates for submission, lead times required and their expected delivery dates to maintain and follow the construction schedule. Dates for submission noted by Contractor must assume re-submittals will be required. Submittals received on the date scheduled will be processed as specified. CM/Owner/Architect will not be held responsible for delays due to receiving submittals after the date indicated in the Contractor's submittal schedule.
- 2.03 Submittals shall be submitted based on each technical specification section. Submittals containing information about more than one specification section will be returned for re-submittal.
- 2.04 Contractor is responsible to provide all submittals required under the Contract Documents, whether or not listed in the submittal register.
- 2.05 Furnish approved copies of shop drawings, diagrams, templates, catalog cuts, technical data, etc. to others for the purposes of coordination of this Work.
- 2.06 Coordination: Each Contractor shall coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 2.06.1 The Contractor, by providing the submittal assures the product or system submitted is available and deliverable in accordance with the schedule requirements.
 - 2.06.2 Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2.06.3 Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - 2.06.4 CM reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - 2.06.5 Coordinate each submittal as required with all trades and with all public agencies involved.
 - 2.06.6 Secure all necessary approvals from public agencies and others; signify by stamp or other means that all required approvals have been obtained.
 - 2.06.7 Material Compliance Certificate:
 - 2.06.7.1 The following forms are available upon request from the CM:
 - 2.06.7.1.1 Material Compliance Certificate
 - 2.06.7.1.2 Approved Submittal List for Material Compliance Certificate Use

- 2.06.7.2 Contractors may choose to complete the *Material Compliance Certificate* form which will serve as the Contractor's official submittal document and must meet all general submittal requirements. Only approved submittals listed on the *Approved Submittal List for Material Compliance Certificate Use*, prepared by CM, will be reviewed in this format.
- 2.06.7.3 Items available to utilize the Material Compliance Certificate can include a submittal that establishes a level of quality by complying with the manufacturer and manufacturer's designated identifier as called for in the Contract Documents. The Contractor is committed to using this exact specified component. This Certificate is contractually binding.
- 2.06.7.4 This form can be used for multiple submittal items. The Architect/Engineer will review and approve the Material Compliance Certificate in the same manner as a standard submittal.
- 2.06.7.5 In the event additional information would be required after submission and/or approval of the Material Compliance Certificate, the Contractor must provide this information promptly through the standard revision process.

3. SUBMITTAL REQUIREMENTS

3.1. GENERAL

- 3.1.1. Each submittal shall show Contractor's review stamp, with handwritten signature, certifying review of the submittal, verification of field measurements and compliance with the Contract Documents.
- 3.1.2. Each submittal shall be accompanied with a Submittal Transmittal Form. The following information shall be furnished by the Contractor on the submittal transmittal form:
 - 3.1.2.1. Original Date of submission and Revision Date(s).
 - 3.1.2.2. Project name and Architect's and the CM's project number
 - 3.1.2.3. Names of:
 - 3.1.2.3.1. Contractor
 - 3.1.2.3.2. Second-Tier Contractor (if applicable)
 - 3.1.2.3.3. Supplier
 - 3.1.2.3.4. Manufacturer
 - 3.1.2.4. Identification of product or material
 - 3.1.2.5. Technical Section number, clearly identified. On multiple submittals, a separate transmittal should be completed for each specification section on items being submitted.
 - 3.1.2.6. Reference to construction drawings by drawing number
 - 3.1.2.7. The quantity of each Shop Drawing, Product Data or Sample submitted
 - 3.1.2.8. Notification of deviations from Contract Documents
 - 3.1.2.9. For Shop Drawings, show relationship to adjacent structure or materials
 - 3.1.2.10. For Shop Drawings, show field dimensions, clearly stated as such.
 - 3.1.2.11. Applicable standards such as ASTM or Federal Specifications.
 - 3.1.2.12. Other pertinent data
 - 3.1.2.13. Submittals not so transmitted will be returned un-reviewed. Re-submissions shall be so noted on the transmittal.

3.1.3. Unless noted otherwise on the submittal, all submissions will be considered to be "as specified."

3.2. REQUIRED QUANTITIES OF SUBMITTALS (ELECTRONIC REVIEW VERSION)

3.3.1. In general, all submittals, except color or physical samples, are to be posted electronically in PDF document form for CM and the Architect/Engineer to be electronically reviewed and approved .CM will use Prolog Web as a posting site for the facilitation of this review and approval process. The following number of originals and copies will be required for each type of submittal.

Submittal Type:	Required submit quantities:		
	Paper	Electronic ¹)FTP upload(Other
.1 Shop Drawings – Structural Steel and all MEP	3	1²	
.2 Shop Drawings – all other	2	1	
.3 Product Data – Structural Steel and all MEP	3	1	
.4 Product Data – all other	2	1	
.5 Samples			4³
.6 Certificates⁴	1	1	
.7 Warranties / Guarantees⁴	3	1	
.8 Test Reports⁴	3	1	
.9 Close-Out Materials :⁴O&M Manuals and all Data	3	1	
NOTES :			
¹ ALL electronic submittals shall be in PDF format			
² Provide on compact disk as well as upload to the FTP site (INSERT IF NECESSARY(
³ Unless amount specified within the technical specifications is greater			
⁴ Items #6-9 above are to be submitted together as part of the Close-Out Packet when requested by CM			

3.3.2. All submittals will be reviewed electronically via Prolog Web, an electronic submittal transmittal is required. Reviewed versions will be posted back to Prolog Web .CM will notify Contractor of the posting and availability for Contractor to download the reviewed version. Paper copies will not be returned to the Contractor.

4. TYPES OF SUBMITTALS

4.1. SHOP DRAWINGS

- 4.1.1. Provide Shop Drawings as complete submittals (no partial sets) on original drawings or information prepared solely by the fabricator or supplier. In no instance shall the Contract Drawings be reproduced for Shop Drawing submittals.
- 4.1.2. Sheet sizes shall not exceed the size of the Contract Drawings or smaller than 8-1/2" X 11".
- 4.1.3. Each drawing shall have blank spaces large enough to accept three (3) 3" x 6" review stamps of the Contractor, the CM, and the Architect.

4.2. PRODUCT DATA

- 4.2.1. Modify Product Data sheets to delete information that is not applicable to the Project. Provide additional information if necessary to supplement standard information.
- 4.2.2. Product Data Sheets that are submitted with extraneous information not deleted and/or modified will be returned without review to the Contractor for re-submittal.

4.3. SAMPLES

- 4.3.1. Provide physical Samples to illustrate materials, equipment or workmanship, and to establish standards by which completed work may be judged as required by the technical section.
 - 4.3.2. Provide Office Samples in sufficient size or as defined in the technical specifications and quantity to clearly illustrate full range of colors, textures, etc. available and the functional characteristics of the product or material.
 - 4.3.3. Erect Field Samples or mock-ups as required by the technical sections and/or CM, at the Project site in a location designated by CM. Construct field samples complete, including Work of all trades required in finishing the Work. Provide Field Samples at the request of the Architect and/or CM where construction materials and/or methods deviate from the requirements of the intent of the Contract Documents or conventional construction practice.
- 4.4. CERTIFICATIONS
- 4.4.1. Certifications shall clearly identify the materials in reference and shall state that the material and the intended installation methods, where applicable, are in compliance with the Contract Documents for this project. Attach manufacturer's affidavits where applicable.
- 4.5. WARRANTIES/GUARANTEES
- 4.5.1. Provide warranties and/or guarantees as required by the various technical sections and other Contract Documents on the Contractor's letterhead in accordance with the requirements of the documents.
 - 4.5.2. Refer to Section 01700 for additional close-out information and requirements including the standard CM Contractor's Guarantee Form that must be signed, without modification, in order to receive final payment. A copy of this form is either found in Section 01600 or is available upon request.
- 4.6. OPERATING AND MAINTENANCE MANUALS
- 4.6.1. Provide operating and maintenance manuals/data as required by the various technical sections in accordance with the requirements of the documents.
5. SUBMITTAL PROCESS AND RESPONSIBILITIES
- 5.1. Contractor's RESPONSIBILITIES
- 5.1.1. After the CM's and Architect's review, within one (1) week of receipt, Contractor is to distribute copies of the reviewed submittal to any supplier/fabricators, second or lower tier Contractors or other Contractors that must coordinate with this work. Contractor must maintain one copy at the Project Site for reference use.
 - 5.1.2. Do not begin Work which requires submittals until return of submittals with CM's and Architect's stamp and initials indicating review with direction to proceed from either CM or Architect..
 - 5.1.3. Contractor's responsibility for errors and omissions in submittals is not relieved by CM's or Architect's review of submittals.
 - 5.1.4. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by CM's or Architect's review of submittals unless CM and Architect give written acceptance of specific deviations.
- 5.2. CM'S RESPONSIBILITIES
- 5.2.1. CM's review is for general administrative purposes only and neither this review, nor any subsequent approval by CM of a submittal, shall relieve Contractor from its obligations to comply fully with the Contract Documents.
 - 5.2.2. CM will make changes or notations directly on the submittals, identify such review with its review stamp, sign and forward acceptable submittals to the Architect.

- 5.2.3. After the Architect's review, CM will forward submittals to the Contractor and retain one copy.

5.3. ARCHITECT'S RESPONSIBILITIES

- 5.3.1. Architect will review submittals within fourteen (14) Days after receipt, checking only for conformance with the design compliance of the Project and compliance with information given in the Contract Documents. If the submission is large and/or requires detailed or lengthy review by the Architect, additional time may be required.
- 5.3.2. Architect will return to CM without review any submittals not bearing the Contractor's or CM's review stamp or not showing that it has been reviewed by the Contractor and CM.
- 5.3.3. Architect will make changes or notations directly on the submittal, identify such review with its review stamp, obtain and record Architect file copy and return the submittal to CM.

5.4. RE-SUBMISSION REQUIREMENTS

- 5.4.1. For Shop Drawings: Review returned CM and/or Architect drawings and resubmit as specified. All changes made must be identified through bubbling or other approved method.
- 5.4.2. For Product Data and Samples Resubmit new data and samples as required.

END OF SECTION 01330

**SECTION 01360
COORDINATION (GENERAL)**

1 COORDINATION OF WORK/COOPERATION

- 1.01 All Contractors are required to review, discuss and coordinate their Work with the Work of other contractors, Owner and CM with regard to sequence, timing, built-in Work and equipment, layout, location, compatibility of materials and sizes and required clearances prior to beginning the work to avoid construction delays which impact the Owner's occupancy of the facility.
- 1.02 Each Contractor
- 1.02.1 Coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
- 1.02.2 Make provisions to accommodate items scheduled for later installation.
- 1.02.3 Provide to all other trades all information (drawings, diagrams, templates, embedments, etc.) necessary for the coordination of the Work.
- 1.02.4 Layout and install its Work at such time and in such manner as not to delay or interfere with the carrying forward of the Work of others.
- 1.02.5 Verification and Acceptance of previous work
- 1.02.5.1 As Work under each Agreement commences, the condition of preceding Work under other agreements shall be verified and accepted by each subsequent Contractor when appropriate.
- 1.02.5.2 Report in a prompt manner any interferences, discrepancies or incompatibilities discovered to CM, whose decision as to the Contractor at fault and as to the manner in which the matter may be resolved, shall be binding and conclusive on Contractors involved. CM may direct layout/ location changes as required to make the entire work fit together. Reasonable changes of this nature will not entitle any Contractor to an increase in contract price.
- 1.02.5.3 Verification may, at CM's discretion, include a joint review by the subsequent Contractor, previous contractor(s), and CM to note any corrective Work required, similar items affecting the Work and particularly items which prevent acceptance by the subsequent contractors.
- 1.02.5.4 The verification review procedures and findings shall be submitted in writing by subsequent Contractors to the CM.
- 1.02.5.5 Any corrective work necessary to satisfy requirements of the Contract Documents shall be performed promptly by the previous Contractor to prevent delay to the work under the subsequent Contracts.
- 1.02.5.6 After corrective work is accomplished the subsequent Contractor shall furnish written acceptance of the work as noted above.
- 1.02.5.7 CM's participation in a joint review under this paragraph shall in no event be deemed to constitute approval of any layout or other Work that fails to comply with the **Contract Documents**.
- 1.02.6 Observation of the Work by others shall not relieve Contractor from its responsibility for coordination, supervision, or scheduling and direction of the Work.
- 1.02.7 Failure of a Contractor to notify others and CM of a potential interference, incompatibility, or discrepancy and any failure to coordinate Work with that of others prior to installation and/or fabrication shall be at the Contractor's risk.

END OF SECTION 01360

SECTION 01370 COORDINATION DRAWINGS

1. GENERAL REQUIREMENTS

- 1.1. Contractor if required by its Work scope, shall be responsible for developing coordination drawings and participating in coordination meetings as defined herein, and shall have included the cost for such Work in its Bid Proposal.
- 1.2. Coordination Drawings shall be utilized to establish installation sequence, resolve trade coordination issues prior to installation and to make the most efficient use of space allocated for systems such as mechanical/electrical/plumbing installations without sacrifice to systems performance. This is also required to determine inter-relationships and possible interference's between all of the trades' Work and the architectural or structural features.
- 1.3. Contractors are required to attend coordination meetings as required by CM. The representative(s) from each Contractor is required to be familiar with the Work and have the expertise and authority to answer questions and make decisions and changes to its systems at these meetings.
- 1.4. The coordination drawings may also be used by Contractor as part of its required shop drawing and as-built drawing submittals.
- 1.5. Each Bidder should anticipate that each floor may require several meetings. However, in the interest of time, multiple floors or areas may be reviewed in one meeting. Development of coordination drawings will be by area and floor with order of priority established by CM.

2. COORDINATION DRAWING PROCESS

- 2.1. CM, after the award of the Agreements, will obtain 1/4" scale, screened mylars of the Structural, Reflected Ceiling and Architectural floor plans of the Project. CM will provide these mylars to the Contractors involved. The Electrical [Contractor, following an HVAC coordination kick-off meeting, shall immediately begin Work and prepare 1/4" scale layout drawings of all ductwork and piping. These drawings shall also show registers, grilles, diffusers, and similar features. Contractor shall include locations of all valves, dampers and shall note any items requiring access for service and maintenance as well as access doors in inaccessible ceilings. Drawings shall also show the size, layout and routing of all metal and flex ductwork, re-heat coils, terminal units, filters, and major hangers and supports. Contractor shall provide notation for diffuser boot sizes and heights and any other special features. Contractor shall provide cross sections and additional details through areas where clearances are tight and further detail as appropriate and/or required. Where piping or ductwork has external insulation, Contractor shall note or show locations and thickness. Contractor shall indicate bottom elevation of duct, pipes and equipment and elevation changes, to be measured to the lowest point including insulation and hangers where applicable.
- 2.2. In areas where no HVAC work occurs, but where other mechanical and electrical installations are installed, the Electrical Contractor will issue or note on transparencies indicating "No HVAC Work Required".
- 2.3. Within fifteen (15) working days of issuance of the mylars, the Electrical Contractor shall have completed layout drawings and provide to CM sixteen (16) prints for the first scheduled area. At this time all Contractors shall attend a Coordination Kick-Off Meeting at which time the first distribution of HVAC prints is made and procedures and schedule are reviewed.
- 2.4. As layout drawings for HVAC Work for subsequent areas are completed, the Electrical Contractor shall provide sixteen (16) prints of the completed layout drawings to CM. CM will in turn distribute two (2) prints to each required Contractor to include Plumbing, Fire Protection and Electrical Work. Respective Contractors shall then layout their own routings on the 1/4" scale mylars previously provided. Drawings shall include other major items such as valves, access panels, switch panels, pull boxes also noting items requiring access for service and maintenance, etc. as well as access doors in inaccessible ceilings.
- 2.5. Information for specific trades is required but not limited to the following:

- 2.5.1. Plumbing - Size, layout and routing of piping, valves, boxes, supports, etc., for all utilities regardless of material size. Show or note all pipe sizes and working clearances around valves, etc. For pitched piping, identify bottom elevations at key points and at least every column line. Note thickness and location of all external insulation. Bottom elevations shall be measured to the lowest point including hangers and insulation where applicable.
 - 2.5.2. Sprinkler Piping - Size, layout and routing of mains and branch piping, hanger and supports, valves, working clearances, and bottom of pipe and bottom of hanger support elevations. Sprinkler head locations shall be shown on ceiling plans. For pitched piping, identify bottom elevation at key points and at least at every column line.
 - 2.5.3. Electrical - Size, layout and routing and size of conduit and wire 2" or larger for normal and emergency power distribution systems, 1-1/2" or larger for communication systems telephone, nurse call, physiological monitoring, etc., include all systems specified, boxes larger than 4" x 4" x 4", hangers, supports, and electrical fixtures including lights, speakers, detectors, sensors, cable trays, raceways, etc. Size and clearance of ceiling and above ceiling mounted items shall be noted as a depth from finished ceiling to top of fixture or top of clear area required. Provide bottom elevations of conduits and equipment. Bottom elevation shall be measured from the lowest point, including hangers.
 - 2.5.3.1. Within four (4) feet of all panels, or areas where more than 4 conduits, regardless of size, are routed or grouped together, identify an easement or right-of-way for the groups of conduit.
 - 2.5.3.2. Also show all wall mounted items located within 12" of the ceiling plane.
 - 2.6. All Contractors, including Electrical Contractor, within ten (10) working days of issuance of HVAC prints, shall be prepared to attend coordination meetings as required by CM. They shall come to meetings with their completed mylars and two prints. Contractors, at the meeting, will work to review and overlay the mylars to identify and resolve interference's and coordination problems. Following the meeting, Contractors shall revise their mylars, if necessary, based upon the agreed changes and be prepared to meet again within five (5) working days of the first coordination meeting as scheduled by CM.
 - 2.7. When the mylars have been fully revised with no exceptions taken by respective Contractors, including the Electrical Contractor, the Contractors shall sign them, indicating their awareness of and agreement with the indicated routings and layouts and their inter-relationship with the adjoining or continuous Work of all Project contracts. Thereafter, no unauthorized deviations from the information provided will be permitted, and if made without the knowledge or agreement of the Architect and CM, this unauthorized Work will be subject to removal and correction at no additional cost to the Owner or the CM.
 - 2.8. Within five (5) Days of the signing of the coordination drawings, each Contractor shall provide CM with one (1) sepia mylar and sixteen (16) prints of the signed mylar. CM will in turn distribute two (2) prints each to the other contractors and retain one set of mylars and two sets of prints on file at the Project site.
3. EXECUTION
- 3.1. In the preparation of all coordination drawings, 1/2" scale details as well as cross and longitudinal sections are required to fully delineate all conditions. Particular attention shall be given to the locations, size and clearance dimensions of equipment items, shafts, corridors and similar features.
 - 3.2. After completion of the final coordination drawings, minor changes in duct, pipe or conduit routings that do not affect the intended function may be made as required to avoid space conflicts, when mutually agreed to by all parties involved. However, items may not be re-sized or exposed items relocated without CM's written approval. No changes shall be made by Contractors in any wall or chase locations, ceiling heights, door swings or locations, windows or other openings, or other features affecting the function or aesthetic effect of the building. If conflicts or interference's cannot be satisfactorily resolved, Contractors shall notify CM who will, in turn, obtain a decision from the Architect.

- 3.3. Other Contractors responsible for supplementary composite drawings, as indicated herein, shall make similar distribution to that described in item 1.03 Paragraph E. All trades desiring additional prints of such drawings, beyond the basic distribution indicated above, shall arrange for and pay the cost of same.
- 3.4. Record copies of final drawings shall be retained by CM and each Contractor as working reference. All shop drawings, prior to their submittal to CM shall be compared with the final drawings and developed accordingly by the Contractor responsible. Any revision to the drawings which may become necessary during the progress of the Work shall be noted to and by all Contractors and shall be neatly and accurately recorded on the record copies. Each Contractor shall be responsible for the up-to-date maintenance of its own record copies of the final drawings, and any subsequent changes thereto shall be utilized by CM and each Contractor in the development of As-Built/Record drawings described in Section 01720 of the Project Manual.
- 3.5. The HVAC drawings need not be submitted as a whole, but they shall be submitted in all cases per CM's project master construction schedule and in ample time to avoid construction delays. The coordination drawings of all trades may lack complete data in certain instances pending receipt of shop drawings, but sufficient space shall be allotted for the affected items. When final information is received, such data shall be promptly inserted on the final drawings.
- 3.6. No extra compensation will be paid for relocating any duct, pipe, conduit, or other material that has been installed without proper coordination between all Contractors involved. If any improperly coordinated Work, or Work installed that is not in accordance with the approved coordination composites, necessitates additional Work by the other Contractors, the costs of all such additional Work shall be solely borne by the Contractor responsible.
- 3.7. All changes in the Scope of Work due to revisions formally issued and approved shall be shown on that trade's final drawings and thoroughly coordinated with the other trades.
- 3.8. All Work on the coordination composite drawings shall be performed by competent draftsmen and shall be clear and fully legible. CM shall be sole judge of the acceptability of the drawings. All drawings shall be drawn dimensionally and graphically correct.
- 3.9. In general and before the first meeting the following guidelines shall be followed:
 - 3.9.1. All trades shall coordinate with the Electrical Contractor for the size, height and clearance requirements for recessed or semi recessed light fixtures, recessed speakers/detectors, and other electrical ceiling devices.
 - 3.9.2. Sprinkler heads shall be centered in the center of lay-in ceiling tiles unless approved shop drawings note otherwise.
 - 3.9.3. All elevations shall be based on height above finished floor using established benchmarks.
 - 3.9.4. Standard suspended ceiling systems requires 3" minimum clearance for materials and installation.
 - 3.9.5. Review of other drawings may be necessary for special structural and suspended equipment requirements.
 - 3.9.6. All trades to hang work as high as possible in above ceiling areas, allowing access to equipment for maintenance, repairs, connections, filters and removal without demolition of other Work.
- 3.10. Coordination drawings submitted during this process are not considered shop drawing submittals. The coordination drawings may be part of the required shop drawing submittal, but are made separate from the distribution specified in this section.

END OF SECTION 01370

SECTION 01400 QUALITY REQUIREMENTS

1. DOCUMENT CONTROL PROCEDURE

- 1.1. Each Contractor is to provide CM its document control procedure to include drawing submittals and surveillance. In the absence of such a procedure, the Contractor will use the following procedure for document control.

“A log is maintained identifying the drawing revision status, issue date and distribution (internal and external). The transmittal issuing the changed documents will indicate what changes are made and indicate that the documents are approved for use. Contractor meetings include a review of approved drawings. The review is documented in the meeting minutes. Superintendent surveillance activities include monitoring Contractor drawing use.”

2. QUALITY CONTROL

- 2.1. Each Contractor is responsible to provide the Owner with a completed quality product for its Work. Each Contractor shall be responsible for any costs associated with re-testing and re-performing the Work as a result of the Contractor's poor performance or workmanship or other failure to comply with the Contract Documents.
- 2.2. All Work shall be done by persons qualified in their respective trades, and the workmanship shall be first-class in every respect. **Each Contractor is responsible for ensuring employees are appropriately trained.** All materials and equipment furnished shall be the best of their respective kinds for the intended use and unless otherwise specified, same shall be new and of the latest design.
- 2.3. The Contractor shall provide CM, Owner and Architect access to the Work in preparation and progress wherever the Work is located at all reasonable times.

Note: CM and the Architect will have the authority to reject Work that does not conform to the Contract Documents or may require special inspection or testing, whether or not such Work is to be then fabricated, installed or completed. The Architect shall make all decisions with respect to questions concerning the quality or fitness of materials, equipment and workmanship.

- 2.4. Failure by a Contractor to conduct its operations, means and methods and coordinate proper sequencing of the Work may cause the Troy School District to withhold payment or any other means deemed necessary to correct non-conforming Work.

3. NOTIFICATIONS AND CORRECTIONS OF NON-CONFORMANCE

- 3.1. CM and the Architect may conduct observations/evaluations of the Contractor's Work. CM and/or Architect's reviews do not relieve the Contractor from compliance with the Contract Documents or necessary corrections for deficiencies thereof. Contractors whose Work does not meet the standards set by the Contract Documents will be notified by representatives of the CM using a Corrective Action Report. The Contractor, upon receipt of the Corrective Action Report, shall complete and return the form and provide the corrective actions necessary in a timely manner as outlined.
- 3.2. The **Corrective Action Report (CAR) (CON 18.2)** is in Section 01600 Forms.

4. CONTRACTOR PERFORMANCE EVALUATION

- 4.1. CM will be evaluating Contractor's performance and will provide feedback during the life of the Project, on Contractor's performance, for the purpose of improving CM's Contractor selection process for future project endeavors.
- 4.2. This Contractor Performance Evaluation form is generated by the CPS Database.

END OF SECTION 01400

SECTION 01450
TESTING AND INSPECTION SERVICES

1. CONTRACTOR'S RESPONSIBILITIES

- 1.1. The testing firm will report directly to the Troy School District. Copies of test and inspection reports will be furnished to the appropriate Contractors. The laboratory and its representatives will be instructed to promptly call to the attention of the Contractor any instance of non-compliance with the requirements of the Contract Documents. Failure to so notify the Contractor shall not relieve the Contractor of any of its responsibilities for compliance or making good workmanship or materials which are not in compliance with the requirements of the Contract Documents.
- 1.2. Each Contractor shall cooperate with the testing firm and provide labor to assist and lifts, ladders or other means to permit full access for testing firm and to assist with sample preparations where applicable.
- 1.3. The Contractor is responsible to pay the cost of additional testing in the event that additional testing of the Contractor's materials, installation, and other Work is required by the independent testing laboratory because of test results not in compliance with the Contract Documents and/or additional testing required as a result of Contractor's negligence or poor workmanship.

2. CONTRACTOR RESPONSIBILITIES

2.1. CONTRACTOR SHALL:

- 2.1.1. Notify CM sufficiently in advance of operations (24-hours minimum) to allow for laboratory assignment of personnel and scheduling of tests.
 - 2.1.1.1. When tests or inspections cannot be performed after such notice, reimburse Troy School District for all expenses incurred arising out of or resulting from Contractor's negligence.
- 2.1.2. When the Contractor is providing the testing and prior to start of Work, submit testing laboratory name, address, and telephone number, and names of full time registered engineer and responsible officer. Submit copy of report of laboratory facilities inspection made by Materials Reference Laboratory of National Bureau of Standards (NBS) during most recent tour of inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. RE-TEST RESPONSIBILITY

- 3.1. Where the results of required inspections, tests, or similar services prove unsatisfactory and do not indicate compliance with the requirements of the Contract Documents, the re-tests shall be the responsibility of the Contractor regardless of whether the original test was the Contractor's responsibility.
- 3.2. Re-testing of Work revised or replaced by the Contractor is the Contractor's responsibility where required tests were performed on original Work. All costs and fees for re-testing shall be paid by the Contractor.
- 3.3. Schedule delays and costs which are the result of non-conforming work or remedy will be the responsibility of the offending Contractor.

END OF SECTION 01450

**SECTION 01500
INTERIM LIFE SAFETY PLAN**

1. PURPOSE AND POLICY

- 1.1. **PURPOSE:** To provide interim life safety measures during a construction Project. To protect Owner personnel, visitors, [patients] and property from fire and injury during remodeling or construction. This policy is used wholly or in conjunction with the safety program in the Project Manual.
- 1.2. **POLICY:** During a construction Project it shall be the responsibility of the Director of Facilities (or designee) and CM (through trade Contractors) to maintain compliance with the Life Safety Code NFPA Section 101. Compliance will be through the implementation of the following:

2. NOTIFICATIONS

- 2.1. Contractor shall communication and coordinate through CM for all changes to Life Safety measures including changes to: egress, the fire suppression system, the fire alarm system or any other Life Safety related changes to the construction site. Contractor is required to simultaneously notify the appropriate Owner personnel / departments: Owner’s PM, Security, Facilities, Safety, Local and/or state fire, 911 emergency services, etc.
- 2.2. Advanced notification using the appropriate form shall be submitted not less than twenty-four (24) hours in advance of the work. Forms can be obtained through CM.

SHUTDOWN REQUEST TYPE	FORM NAME [VERIFY WITH OWNER’S REQUIREMENTS]	SUBMIT FORM IN ADVANCE OF PROPOSED WORK BY:	SUBMIT FORM TO:
CHANGE IN EGRESS:	Submit egress plan of existing exiting and proposed change	3 Weeks	CM; CM to schedule a review meeting with the Owner and Architect for final approval
Change in Fire Suppression	Sprinkler Shut-Down Request	1 Week	CM for initial review 5 days prior; upon approval from CM simultaneously submit to CM, Safety, Security, OTHERS
Change in Fire Alarm	Fire Alarm Shut-Down Request	1 Week	CM for initial review 5 days prior; upon approval from CM simultaneously submit to CM, Safety, Security, Owner’s Insurance Agency, State and/or Local Fire Department, ,VERIFY OTHERS
Mechanical Piping, HVAC or Electrical Shut-Down	Utility Shut-Down Request	1 Week	CM for initial review 5 days prior; upon approval from CM simultaneously submit to CM, Safety, Facilities, Security, OTHERS

3. INTERRUPTION OF EXIT - EGRESS CORRIDOR

- 3.1. Should construction of temporary structures for egress/exit be necessary:

- 3.1.1. Contractor will review with and obtain approval from CM any changes to the means of egress. This review and approval shall include the Owner and Architect to confirm appropriate travel distances to exits are maintained/established.
- 3.1.2. Contractor shall obtain approval from the appropriate agency for any planned temporary exiting structure prior to construction/implementation.
- 3.1.3. All Contractors shall be responsible for maintaining temporary egress/exits:
 - 3.1.3.1. Each Contractor is responsible to protect, kept free of restrictions or obstructions, and maintain in full use all entrances to and exits from existing buildings and the construction site at all times. The safety and well-being of all persons must be of prime concern.
 - 3.1.3.2. Contractor shall maintain and not disturb any temporary construction, including stairs, ramps, protected walkways, railings, lights and direction signage as required to maintain adequate exiting from the existing building.
- 3.2. Should an alternate egress route be necessary:
 - 3.2.1. Contractor shall submit the appropriate forms to CM so all affected departments will be notified. Contractor shall not begin any work associated with a change in egress until the Owner has verified its internal departments are notified and prepared for the change.
 - 3.2.2. Contractor shall install and maintain temporary exit signage and Contractor shall install and maintain temporary directional signage prior to starting Work associated with the change in egress..
4. INTERRUPTION OF THE SPRINKLER SYSTEM
 - 4.1. Refer to the above matrix for advanced notification times and shut-down request distribution.
 - 4.2. Priority will be given to localized interruption of these systems on first shift Monday through Friday when full staff is available when any shut down is necessary:
 - 4.3. Contractor will provide an organized fire watch until the system is fully functional.
5. INTERRUPTION OF FIRE/SMOKE DETECTION AND ALARM SYSTEM
 - 5.1. Refer to the above matrix for advanced notification times and shut-down request distribution.
 - 5.2. Contractor shall maintain the operation of the total fire detection/alarm during the construction.
 - 5.2.1. It is acceptable for the Contractor to place a thin plastic cover over the detector head during high dust producing activities with Contractor's prompt removal upon completion of the work.
 - 5.2.2. At all other times the system will be returned to normal operating status.
 - 5.3. Should the fire/smoke detectors and alarms systems be interrupted:
 - 5.3.1. Contractor will provide an organized fire watch until the system is fully functional.
 - 5.3.2. Temporary alarm pull stations will be established as a minimum should the interruption last more than twenty-four (24) hours.
6. CONSTRUCTION SITE MAINTENANCE
 - 6.1. For interior construction. Contractor shall:**
 - 6.1.1. Refer to the above matrix for prior notifications.
 - 6.1.2. Maintain existing Fire/Smoke Barriers and compartments.
 - 6.1.3. Provide and maintain temporary partitions adjacent to functioning departments that are a UL rated 2-hour assembly and smoke/dust tight and non-combustible. Provide documentation of the UL rated assembly type to CM prior to constructing this Work.

6.1.4. Maintain temporary enclosures, fire-rated dust curtains, and all other necessary materials and equipment as required to prevent introduction of dust, dirt or debris into occupied portions of the building.

6.1.5. Coordinate locking of the construction area with CM and the Owner.

6.2. For exterior construction - Contractor shall:

6.2.1. Maintain site clearance for access to the external fire department connections.

7. REFERENCES

7.1. All current Life Safety codes

END OF SECTION 01500

SECTION 01520
TEMPORARY CONSTRUCTION

1 SUMMARY

1.01 This Section describes the following requirements including:

- 1.01.1 Project Signage
- 1.01.2 Snow Removal
- 1.01.3 Security
- 1.01.4 Temporary Field Office, Facilities and Parking
- 1.01.5 Temporary Fencing
- 1.01.6 Temporary Toilet Facilities
- 1.01.7 Drinking Water/Temporary Water
- 1.01.8 Roof Protection
- 1.01.9 Scaffolding
- 1.01.10 Water Control
- 1.01.11 Temporary Material Hoist/Elevator
- 1.01.12 Fire Precautions and Protection
- 1.01.13 Noxious Odors and Fumes
- 1.01.14 Temporary Stairs, Ladders, Ramps, Runways, and Barricades
- 1.01.15 Temporary Electrical Power and Light
- 1.01.16 Temporary Heating and Weather Protection
- 1.01.17 Temporary Enclosures

2 CONSTRUCTION FACILITIES

2.01 PROJECT SIGNAGE

2.01.1 The CM shall provide a project sign. No other signs or advertising shall be displayed on the premises without the approval of the Architect, Owner, and CM. This does not exclude the posting of required trade notice and cautionary signage by Contractors.

2.02 SNOW REMOVAL

2.02.1 Contractors performing Work under exposed conditions shall remove snow and ice for the protection and execution of their Work. Keeping public traffic areas and circulation routes free of snow shall be the responsibility of the CM/DESIGNATED CONTRACTOR.

2.03 SECURITY

- 2.03.1 The services of a security guards will not be provided by CM.
- 2.03.2 Each Contractor, at its own cost and expense, may provide security guard, protective service or other means of site security as it deems necessary.
- 2.03.3 Contractors shall advise CM of any theft or damage which might delay the execution of the Work and furnish the Owner and CM with a copy of any theft report filed with local, county or state agencies.
- 2.03.4 Neither CM nor Owner assumes any responsibility for loss, theft or damage to the Contractor's materials or for damage to Work in place before the completion of the construction. In the instance of any such loss, theft or damage, the Contractor shall be responsible to renew, restore or

remedy the Work, tools, equipment and construction in accordance with requirements of the Contract Documents without additional cost to CM.

- 2.03.5 CM is not responsible for damage, liability, theft, casualty or other hazard to the automobiles or other vehicles, nor to injury, including death, to occupants of automobiles or other vehicles on the Owner's property.
- 2.03.6 CM may establish additional security policies and procedures. All Contractors will be required to cooperate with CM in implementing these procedures.
- 2.03.7 Site-parked equipment, operable machinery and hazardous parts of the new construction subject to mischief and accidental operation shall be inaccessible, locked or otherwise made inoperable when left unattended.
- 2.04 TEMPORARY FIELD OFFICE, FACILITIES AND PARKING**
- 2.04.1 The Owner may designate an area for construction trailers. Placement and scheduled duration shall be coordinated by CM. Each Contractor is responsible to verify that all field offices, trailers and storage sheds shall be in accordance with the local Fire Marshal having jurisdiction. Each Contractor shall arrange and pay for its own telephone hookup and use. Each Contractor shall arrange and pay for its own temporary electrical hook-up, water and toilets. The Contractor shall pay for all power used for the Contractor's temporary field office and temporary electrical service. Construction personnel will be allowed to use the existing Owner parking facilities. Designated Contractors will be allowed to have on-site construction trailers. Construction trailers shall be limited to 10' x 30' or smaller.
- 2.04.2 Contractors shall maintain the use of designated space for offices and sheds. This includes removal of weeds, debris, trash and clean-up of the area after removal of such temporary structures.
- 2.04.3 Temporary field offices and sheds shall not be used for living quarters. .
- 2.04.4 Offices and sheds shall be of suitable design, maintenance and appearance, and meet the approval of CM and all applicable local codes and ordinances.
- 2.04.5 All temporary offices and sheds including foundations, must be removed within ten (10) days of written notice from CM including restoration of grade. Structures not removed in a timely manner will be removed by CM at Contractor's expense.
- 2.04.6 If a temporary office is built in the building, it must be fire treated in accordance with Section 01510, Fire Precautions and Protection.
- 2.05 TEMPORARY FENCING**
- 2.05.1 The DESIGNATED CONTRACTOR shall provide temporary fencing with gates for required access and remove same at the completion of the Project.
- 2.05.2 The Contractors shall repair or replace fencing damaged as a result of its operation. Contractors shall remove and replace fencing and gates required to provide access for oversized items.
- 2.05.3 Contractor's personnel are not allowed to work outside of the construction fence without permission of CM.
- 2.06 TEMPORARY TOILET FACILITIES**
- 2.06.1 The CM shall provide and maintain temporary toilet facilities for the construction of the Project. The use of the Owner's existing permanent facilities is as described in Section 01140 Use of Premises.
- 2.06.2 During renovation activities, CM may obtain, through the Owner, permission to use designated toilet facilities within the contract boundaries for construction use. The use of the Owner's existing permanent facilities outside the construction boundaries is strictly not allowed.
- 2.07 DRINKING WATER/TEMPORARY WATER**

- 2.07.1 The Owner will pay for water used on this. Each Contractor shall be responsible to provide containers, paper cups, ice, hoses, etc. for its needs.
- 2.07.2 Immediately after award of the Agreement, the Mechanical Contractor shall furnish, install, maintain and subsequently remove a temporary hookup to the Owner's potable water system where directed by CM for construction purposes. The Contractor shall provide all temporary piping and approved backflow prevention as necessary for distribution from the source. Distribution of temporary water will be paid for by Contractors requiring same. A minimum of two (2) hose bibs shall be provided by the Mechanical Contractor as directed by CM.

2.08 ROOF PROTECTION

- 2.08.1 Contractors and their Subordinate Parties, shall be responsible for damages to roofing, sheet metal and roof structure while performing Work. The Roofing Contractor will perform the repair Work at the expense of the Contractor responsible for the damage.
- 2.08.2 All Contractors will protect adjacent existing roof surfaces while performing their Work. No construction materials will be allowed to be placed on existing roof surfaces without prior approval of the Owner through CM.

2.09 SCAFFOLDING

- 2.09.1 Each Contractor is responsible for providing and maintaining any and all ladders, scaffolds and other staging as required to complete its Work. All such ladders, scaffolds and staging equipment shall be erected, maintained and subsequently removed by each Contractor in accordance with all applicable safety laws, rules and regulations.

2.10 WATER CONTROL

- 2.10.1 All pumping, bailing or well point equipment necessary to keep excavations and trenches free from the accumulation of water during the entire excavating and backfilling progress of the Work shall be the responsibility of the Contractor performing said excavations and trenches due to its scope of Work.
- 2.10.2 Each Contractor shall be responsible for keeping the building at grade and below free from water from the time the building backfill is completed until the building is watertight.
- 2.10.3 Dispose of water in such a manner as will not endanger public health or cause damage or expense to public or private property. Abide by the requirements of any public agencies having jurisdiction.

2.11 TEMPORARY MATERIAL HOIST/ELEVATOR

Each Contractor is responsible for its own hoisting and material/ equipment movement costs as required to complete the Work under its Agreement.

- 2.11.1 CM may operate and maintain a permanent elevator until such time as all material hoisting requirements have been met. Elevator requirements in excess of the capacity or size of this elevator shall be provided by each Contractor at its expense. This elevator shall not be used for the placement of concrete, the transporting of workers, or other means inconsistent with its use as directed by CM. The operating cost for all overtime use of the elevator shall be paid by the Contractor requiring such services.
- 2.11.2 The Elevator Contractor shall be obligated to extend warranty and guarantee periods on any permanent equipment used prior to Substantial Completion.
- 2.11.3 Transportation of construction materials through the Owner's facility shall be accomplished in accordance with the requirements described in Section 01140 Use of Premises in such a manner so as to:
 - 2.11.3.1 Not damage any of the existing facility.
 - 2.11.3.2 Not impair the Owner's use of the facility.

2.11.3.3 Not create any type of mess or additional cleaning requirements in Owner occupied areas.

2.11.4 The Owner's lifting equipment is not available for the unloading, conveying or installation of Contractor's materials.

3 FIRE PRECAUTIONS AND PROTECTION

3.01 All Contractors and their Subordinate Parties shall

3.01.1 Assume full responsibility and take all necessary precautions to guard against and eliminate all possible fire hazards and to prevent damage to any construction work, building materials, equipment, temporary field offices, storage sheds, and all other property, both public and private.

3.01.2 Conspicuously post the location of the nearest fire alarm pull box and the telephone number of the local fire department within the field offices and on the construction site adjacent to its Work

3.01.3 Take precautions to prevent fire hazards in accordance with all fire protection and prevention laws and codes. No open fires shall be permitted.

3.01.4 Shall not be permitted to perform welding, flame cutting, or other operations involving the use of flame, arcs, or sparking devices without submitting a Hot Work Permit to CM a minimum of 24 hours prior or without adequate protection and shielding. Hot Work Permits can be obtained through CM. All combustible and flammable material shall be removed from the immediate area of the hot work. Material shall be protected with a fire resistant tarpaulin to prevent sparks, flames, or hot metal from reaching materials.

3.01.4.1 Only fire resistant tarpaulins shall be used on this Project.

3.01.5 Provide the necessary personnel and fire fighting equipment to effectively control incipient fires resulting from the hot work.

3.01.6 Provide its own fire extinguishers in the immediate area of the Work.

3.01.7 Review the entire Project at least once a week to make certain it has adhered to the conditions and requirements set forth herein.

3.01.8 Shall not bring into building at any one time more than a one day supply of flammable liquids such as oil, gasoline, paint or paint solvent

3.01.8.1 All flammable liquids having a flash point of 110 degrees F or below, which must be brought into any building, shall be confined to Underwriter's Laboratories' labeled safety cans.

3.01.8.2 The bulk supply of all flammable liquids shall be detached at least 75 feet from the building and from yard storage of building materials.

3.01.8.3 Spigots on drums containing flammable liquids are prohibited on the project site. Drums are to be equipped with approved vent pumps.

3.01.9 Not store or leave overnight within the confines of the permanent building any combustible materials.

3.01.9.1 This includes all internal combustion engines using gas or fuel oil.

3.01.9.2 Hoisting of flammable or combustible materials to the roof shall only be in quantities as needed for immediate use

3.01.10 Agree that, in the event of fire, all its workers anywhere on site will assist in extinguishing the fire

3.01.11 Coordinate with the Owner and CM the permanent fire protection water supply, fire extinguishing equipment, shut down and tie-ins between new and existing fire protection systems shall be installed at the earliest possible date.

- 3.01.11.1 As each sprinkler system is completed and placed in service, the control valve shall be sealed. Permission to break seals and close sprinkler valves shall be given only by CM with approval of the Owner.
- 3.01.12 Not place shanties of combustible construction inside of any structure.
 - 3.01.12.1 Such shanties shall be detached at least seventy-five (75) feet from the building or as directed by CM with approval of the Owner.
 - 3.01.12.2 Totally incombustible shanties may be, if approved in writing by CM, located inside of the structure
 - 3.01.12.3 Use of only Underwriter's Laboratory approved heaters and/or stoves is permitted in field offices or storage sheds and they shall have fire resistive material underneath and at the sides near partitions and walls. Pipe sleeves and covering shall be used where stove pipe runs through walls or roof
- 3.02 FIRE EXTINGUISHERS
 - 3.02.1 Fire extinguishers shall be "all purpose", and not a water type, to meet the approval of the Fire Underwriter's Laboratory, and will be inspected at regular intervals and recharged if necessary.
 - 3.02.2 In areas of flammable liquids, asphalt or electrical hazards, extinguishers of the 15 lb. carbon dioxide type or 20 lb. dry chemical type shall be provided
 - 3.02.3 **CM** will provide and maintain in working order at all times during construction not less than a fire extinguisher for each 3000 sq feet with travel distance not to exceed 100 feet.
 - 3.02.4 All other required extinguishers shall be provided by the Contractor creating such hazard
- 3.03 NOXIOUS ODORS AND FUMES
 - 3.03.1 Combustion engine equipment, tar kettles and any other items causing noxious odors or fumes, including diesel powered equipment, will NOT be allowed in the building or near air intake louvers or building entrances and exits. If intake louver locations are in doubt, consult with CM.
- 4 TEMPORARY STAIRS, LADDERS, RAMPS, RUNWAYS, AND BARRICADES
 - 4.01 Each Contractor is to provide and maintain all necessary temporary stairs, ladders, ramps, and runways to facilitate conveyance of workers, materials, tools, and equipment for proper execution of its Work. All protection and safety barricades, devices, covers, and all other necessary items shall be provided by each Contractor as it relates to the safe conduct of its Work and protection of people and property in its Work area in accordance with applicable law.
 - 4.02 Any Contractor or Subordinate Party performing excavation Work shall be responsible to furnish, install and maintain temporary barricades and/or fencing of all open excavations until such time as the backfilling is complete. Flasher lights shall be provided on barricades and fencing by the Contractor as requested by CM and in accordance with applicable law. As a minimum, all barricades across roads and walks shall have lights on them in working condition.
 - 4.03 Prior to the removal of all shoring and forms, the DESIGNATED CONTRACTOR shall be responsible for temporary protection at the building floor perimeters and openings. Immediately after the removal of all shoring and forms, the DESIGNATED CONTRACTOR shall furnish, install, and maintain all necessary temporary protections at the building floor perimeters and openings. Protection shall be OSHA 29 CFR Part 1926.502 (B) "Guardrail Systems" and shall include but not be limited to two line rails and toe boards. Each Contractor that disturbs any temporary protection for its Work is responsible to reinstall to its original condition the guardrail or barricade system for the protection of the workers and others until final construction of perimeter exterior wall and/or shaft openings is completed. All other protection and safety barricades, devices, covers, etc., including those at all roof areas, shall be provided by the DESIGNATED CONTRACTOR] Contractor as it relates to the safe conduct of its Work in accordance with all local, state and federal law, rules and regulations and the requirements of the Contract Documents and shall be in accordance with the most stringent requirements.

- 4.04 The DESIGNATED CONTRACTOR shall provide temporary guardrails at the building floor perimeters, interior shafts, all roof areas, or other openings, immediately after the erection of the steel or precast frame and with the installation of metal or decking. Protection shall be OSHA 29 CFR Part 1926.502 (B) "Guardrail Systems" and shall include but not be limited to two line rails and toe boards. This temporary protector shall be left in place after completion of the steel or precast frame for the use of all other Contractors. The DESIGNATED CONTRACTOR shall maintain and remove said guardrails and patch concrete. Each Contractor that disturbs any temporary protection for its Work is responsible to protect the area during its Work and to reinstall to its original condition the guardrail or barricade system for the protection of the workers and others until final construction of perimeter exterior wall and/or shaft openings is completed. All other protection and safety barricades, devices, covers, etc. shall be provided by this Contractor as it relates to the safe conduct of its Work in accordance with all local, state and federal regulations and the requirements of the Contract Documents, and shall be in accordance with the most stringent requirements.
- 4.4. Each Contractor and its Subordinate Parties shall provide and maintain in good repair barricades, overhead protection, guard rails, etc., as required by law or necessary for the protection of the public and personnel engaged in the Work from hazards incidental to performance of the Work. Contractor shall do everything necessary to protect the Owner's employees, the public and workers from injuries and to protect vehicles and other property from damage.

5. TEMPORARY ELECTRICAL POWER AND LIGHT

5.1. Electrical Energy Costs

- 5.1.1. The Owner will pay for electrical energy to operate temporary electrical power and lighting for the duration of the project at designated locations. Temporary power will be provided free of charge.

5.2. Power Source

- 5.2.1. The Electrical Contractor shall provide, install, and pay for labor, equipment and materials required to make connections to the Owner's power source and to provide temporary electrical power and light distribution. The Electrical Contractor shall coordinate the location of the electrical power and lighting as directed by CM.
- 5.2.2. The Electrical Contractor will provide for the CM's construction trailer a 120/208 volt (or 120/240 volt), 100 ampere single phase power source. The cost of hook up and removal of temporary electrical service to other contractor's trailer shall be each Contractor's responsibility.
- 5.2.3. Protection shall be provided for the power supply source complete with disconnect switch and other required electrical devices.

5.3. Rules and Regulations:

- 5.3.1. All temporary equipment and wiring for power, lighting and distribution requirements shall conform to OSHA/NFPA requirements and be in accordance with applicable provisions of governing laws, codes, and ordinances.
- 5.3.2. All temporary wiring and distribution equipment shall be maintained so as not to constitute a hazard to persons or property.

5.4. Temporary Power Distribution:

- 5.4.1. The Electrical Contractor will provide and maintain temporary power distribution as follows:

Construction power shall be 120/208 volts, 3 phase, 4 wire plus ground. Provide the following outlets together with feeders, grounding, protective devices and ground fault interrupting devices.

- 5.4.1.1. Power centers - on each floor of the new building, provide a minimum of two (2) power centers or not less than one (1) per 10,000 s.f. rated not less than 100 amperes at 120/208 volt, 3 phase, 4 wire plus ground. Within the remodeled areas, provide at least one (1) additional similarly rated power center. Locate the power centers such that each will serve approximately equal areas and as far as possible, each be in the center of the respective area served.

- 5.4.1.2. 120 volt duplex outlets - Provide weatherproof, G.F.I. protected, 20 ampere grounded outlets at a minimum rate equal to 1 - duplex outlet per 400 square feet. Outlets may be grouped in clusters of up to six duplex types with corresponding pro-rated increase in area served, provided that every portion of the construction and remodeled premises can be reached from the nearest outlet using a flexible cord no more that 50 feet in length.
- 5.4.2. As partitions are erected, locations of power distribution points shall be added or relocated.
- 5.4.3. Ground Fault Circuit Interrupter (GFCI) protection will be provided on all temporary power receptacles and, where possible, directly on the circuit breaker supplying temporary power as referenced in NEC 305-6(a).
- 5.4.4. The assured equipment grounding conductor program is only to be used on circuits greater than 20 amps as referenced in NEC 305-6(b).
- 5.5. Temporary Electrical Light Distribution:
 - 5.5.1. The Electrical Contractor shall provide and maintain temporary electrical light distribution as follows:
 - 5.5.1.1. Lighting shall be achieved using 120 volt guarded incandescent fixtures, or other suitable fixture types, to Federal or State OSHA required minimum levels of illumination.
 - 5.5.1.2. 120 volt temporary lighting as required in interior work areas. In addition to these minimum requirements provide adequate security lighting at guarded entrances outside storage areas, parking areas, and in areas of Contractor's and Architect's field offices and sheds.
 - 5.5.2. As partitions are erected or other interferences which hamper achieving the minimum levels of illumination, locations of lighting distribution points shall be added or relocated.
 - 5.5.3. Task lighting in addition to OSHA required lighting shall be provided by each Contractor.
- 5.6. Temporary Power and Light for Special Conditions:
 - 5.6.1. Special conditions for temporary electrical power and lighting required by others shall be provided as follows:
 - 5.6.1.1. Each Contractor requiring service of capacity or characteristics other than specified must make arrangements with the Electrical Contractor and pay for their own installation, removal, and service.
 - 5.6.1.2. Where 3 phase power is required, the Contractor must pick up service at the distribution panel located outside the building addition.
 - 5.6.1.3. The necessary grounded portable cords, lamps, light-stands, and fuses from the distribution outlets to points of use shall be provided by each Contractor to suit its own requirements.
 - 5.6.1.4. Temporary power cannot be used for welding operations.
- 5.7. Servicing of Temporary Power and Lighting:
 - 5.7.1. The Electrical Contractor shall be responsible for the following:
 - 5.7.1.1. Servicing, repairing and rearrangement of service equipment, temporary power, temporary lighting , and re-lamping.
 - 5.7.1.2. Removal and disposal of temporary electrical power and lighting at completion of the Project or when so directed by CM and repair of damage caused by installation or removal.
- 5.8. Permanent Electrical Power and Lighting:

- 5.8.1. When permanent electrical power and lighting systems are in operating condition, they may be used for temporary power and lighting for construction purposes provided the Electrical Contractor:
 - 5.8.1.1. Obtains the approval of the Architect and/or Owner through CM.
 - 5.8.1.2. Assumes full responsibility for operation of the entire power and lighting systems.
 - 5.8.1.3. Verifies that warranty dates are established prior to usage of equipment and lamps.
 - 5.8.1.4. Pays costs for operation, maintenance, and restoration of the systems.
- 5.8.2. As permanent power and lighting becomes available, these systems will generally supplant the appropriate portions of the temporary installation.

6. TEMPORARY HEATING AND WEATHER PROTECTION

- 6.1. Temporary heating requirements during the course of construction shall be divided into two categories as follows:
 - 6.1.1. Cold weather protection.
 - 6.1.2. Temporary heating.
- 6.2. Cold Weather Protection:
 - 6.2.1. Heating required during the construction period prior to enclosure of the building shall be classified as "cold weather protection."
 - 6.2.2. Each Contractor shall provide temporary heating and protection, necessary to allow its Work to continue during cold weather to meet the project milestone dates prior to building enclosure, including:
 - 6.2.2.1. The heating of materials (such as water and aggregate) as well as space heating for protection of newly placed or built construction at required temperatures (but not lower than 50 degrees F) and for the time specified.
 - 6.2.2.2. Fire retardant tarpaulins and other materials used for temporary enclosures.
 - 6.2.3. Each Contractor shall provide plan to allow Work to continue without regard to temperature.
 - 6.2.4. Heat shall be provided by smokeless UL approved portable unit heaters, using fuel of types and kinds approved by Underwriter's Laboratories, Factory Mutual, and the Fire Marshal.
 - 6.2.4.1. The Contractor shall provide fuel, power, maintenance, and attendance required for operation of portable heaters.
 - 6.2.4.2. Interior or exterior surfaces damaged by the use of portable heating units shall be replaced with new materials at the responsible Contractor's expense.
 - 6.2.5. It shall be the responsibility of each Contractor to protect its own Work.
- 6.3. Temporary Heating:
 - 6.3.1. Daily construction heat required after the building is enclosed shall be classified as "temporary heating" and will be the responsibility of the Mechanical Contractor to install and maintain.
 - 6.3.2. The building or buildings or any portions thereof shall be considered enclosed when in the opinion of CM:
 - 6.3.2.1. The exterior wall system and temporary interior wall enclosures are in place.
 - 6.3.2.2. Openings in exterior walls are covered to provide reasonable heat retention.
 - 6.3.2.3. The building is ready for interior drywall, masonry and plastering operations.
 - 6.3.2.4. The permanent roof is substantially installed.

The CM shall provide and maintain the temporary interior wall enclosures. If the exterior wall system is not complete in time to provide building enclosure of a portion of the new structure as scheduled, the CM shall provide and maintain temporary exterior wall enclosures of polyethylene and, in addition to exercising all other rights and remedies under the Contract Documents and law, CM shall be entitled to deduct the cost of such enclosures from the moneys due or to become due the Contractor(s) responsible for failure to meet said schedule.

- 6.3.3. In areas of the building or buildings where Work is being conducted, the temperature shall be maintained as specified in the various sections of the specifications, but not less than 50 degrees F for interior rough-in and not less than 60 degrees F during finishes installation. The temperature shall not be allowed to reach a level that will cause damage to any portion of the Work, including materials stored in the building, which may be subject to damage by low temperatures.
- 6.3.4. Until the permanent heating system, or suitable portion thereof, is in operating condition, provide sufficient and UL approved space heaters of suitable capacity to maintain required temperatures in areas where work is being conducted and materials are stored. Include all necessary maintenance, venting and attendance for this temporary heating to meet all applicable laws, rules and regulations.
- 6.3.5. When the permanent heating system, or a suitable portion thereof, is in operating condition, the system may be used for temporary heating, provided the Electrical Contractor:
 - 6.3.5.1. Obtains approval from CM in writing for its use and any special provisions required for its temporary operation.
 - 6.3.5.2. Assumes full responsibility for the entire heating system until final acceptance of the system by the Owner.
 - 6.3.5.3. Uses supply only, not return if temporary heating utilizes the building's ductwork system.
 - 6.3.5.4. Pays all costs for maintenance, attendance and restoration to "like new" condition of the system including final cleaning of equipment and ductwork and all necessary touch-up painting.
 - 6.3.5.5. Turns over satisfactory evidence to CM showing the extended warranties from manufacturers and proper maintenance procedures.
 - 6.3.5.6. Provides and maintains temporary filters, boxes and other parts used for the temporary condition and replaces same with the new permanent filters at time of occupancy consistent with the warranty provisions. The Electrical Contractor shall pay the cost of extending warranty and guarantee periods on any permanent equipment used prior to substantial completion.
- 6.3.6. Electrical power required for temporary heating will be furnished free of charge. The installation and service of the necessary temporary electrical feeders will also be the responsibility of the Electrical Contractor.

6.4. TEMPORARY ENCLOSURES

- 6.4.1. The Carpentry Contractor (or as specified in the Work Scopes) shall provide temporary (insulated) weather-tight closures of openings in exterior surfaces to provide acceptable working conditions and protection for materials, to allow for temporary heating, and to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.
- 6.4.2. The Roofing Contractor (or as specified in the Work Scopes) shall provide temporary roofing as required to provide and maintain a watertight enclosure during construction.
- 6.4.3. The Drywall Contractor (or as specified in the Work Scopes) shall provide temporary partitions and ceilings as required to separate Work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas and to prevent damage to Owner's facilities and equipment.

END OF SECTION 01520

SECTION 01530
FIELD ENGINEERING AND LAYOUT

- 1 LAYOUT OF THE WORK; Each Contractor shall
 - 1.1. be responsible for the layout and engineering of its own Work from the established points and lines given by a registered surveyor employed by CM and to coordinate with all other trades.
 - 1.2. be responsible for detailed and accurate layout of its own and its Subordinate Parties' Work to dimension from the principal lines.
 - 1.3. make provisions to preserve all control points, such as monuments, stakes, bench marks or other datum points and shall replace at its own cost any of these which might be lost or displaced through its neglect.
 - 1.4. examine the conditions under which the Work is to be installed, shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Any errors, inconsistencies, omissions, discrepancies or conditions detrimental to proper performance of the Work that are discovered shall be reported to CM at once. Contractors are not to proceed until the required corrections are accomplished.
2. Verification and Documentation
 - 2.1. The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by Architect or the work installed by other contractors, is not guaranteed by Owner or CM.
 - 2.2. In all cases of interconnection of its Work with existing or other Work, it shall verify all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner or CM..
 - 2.3. As the Work progresses, the Contractor shall prepare lay out drawings showing the exact locations of Work under its Contract as a guide to all trades. Prior to any installation, the separate Contractors shall exchange layout drawings and coordinate the Work and be subject to verification by all subsequent Contractors.
 - 2.4. Each Contractor shall be responsible to take such field measurements as may be required to determine the size of ordered material. In the event "guaranteed dimensions" are required, the Contractor shall promptly advise other Contractors through CM by use of drawings, templates or mock-ups of the required conditions.
 - 2.5. All Work, and in particular, piping, ducts, conduit and similar items, shall be neatly and carefully laid out to provide the most useful space utilization and the most orderly appearance. Except as otherwise indicated or directed, piping and similar Work shall be installed as close to above ceiling floor slabs and walls as conditions reasonably permit, located to prevent interference with other Work or with the use of the spaces. Before Contractor installs a valve in an exposed location, it must make all efforts to install it in an accessible, concealed location. Contractors shall carefully plan the layout and review any questionable installations with CM.
 - 2.6. The Owner or CM may utilize a registered land surveyor to verify alignment and layout of certain portions of the Work. If that Work is out of tolerance or incorrect, the installing Contractor will be responsible for prompt correction of the Work to comply with the Contract Documents, along with all expenses incurred by Owner or CM in such verification process, including, but not limited to, the cost for the surveying services, as well as the additional time expended by CM personnel at standard billing rates.

END OF SECTION 01530

SECTION 01540 CUTTING AND PATCHING

1 INSPECTION

- 1.01 Before cutting , examine surfaces to be cut, including elements subject to damage or movement during cutting and patching work. Report any unsatisfactory or questionable conditions to CM in writing.
- 1.02 Before proceeding, meet at the site with CM and the parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference, conflict and possible effects on the Owner's existing operations. Coordinate procedures, temporary support, methods of dust and water protection, etc. and resolve potential conflicts before proceeding.
- 1.03 When working in and around existing buildings, if any hazardous material is encountered or is suspected to be present, immediately notify CM and stop work in this area as described in Section 00840 Hazardous Materials until further direction is given by CM or the Owner.

2 PREPARATION

- 2.01 Provide adequate temporary support to assure the structural value and integrity of the affected portion of the work. Where specified or required, submit temporary support methodologies for approval.
- 2.02 Provide devices and methods to protect adjacent areas or other portions of the Project from damage including dust protection, water protection, and exposure.
- 2.03 Maintain excavations free of water.

3 EXECUTION

- 3.01 The use of gasoline powered equipment, jackhammers or power actuated tools, explosives is prohibited on this Project.
- 3.02 Each Contractor shall:
 - 3.02.1 On behalf of itself and its Subordinate Parties be responsible for the cutting of all holes and openings through existing walls, partitions, ceilings, floors and roofs as necessary for the installation of its Work. Holes and openings shall be neatly cut and of minimum size to allow the Work to be installed. Execute cutting and demolition by methods which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs.
 - 3.02.2 Execute work in such a manner as to minimize disruptions to or interference with the Owner's normal operations or functioning in the existing buildings and provide all means necessary to provide safety and convenience of those employed in and about the premises.
 - 3.02.3 Be responsible for patching of all holes and openings it makes. Fit work should be airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces. Patching is to match adjacent surfaces in materials and finish.
 - 3.02.4 Utilize only tradesmen skilled in the specific finish and material involved in making the patches. All patching is to be done in a neat and workmanlike manner to the satisfaction of CM. Defective Work shall be corrected at no cost to the Owner and CM.
 - 3.02.5 Do all necessary cutting and fitting required to make a satisfactory connection where new Work connects with existing so as to leave the entire Work in finished and workmanlike condition. Furnish all labor and materials to this end, whether or not shown or specified. All measurements must be verified at the site.
 - 3.02.6 Employ the original installer and fabricator, when possible, to perform cutting and patching for, weather-exposed or moisture-resistant elements, sight-exposed finished surfaces.
 - 3.02.7 Execute fitting and adjustment or products to provide a finished installation to comply with the specified products, functions, tolerances and finishes.

- 3.02.8 Restore Work which has been cut or removed and shall install new products to provide completed Work in accordance with the Contract Documents. Each Contractor will be responsible to pay the appropriate contractor as designated by CM for restoring any portion of the Project that is disturbed, including but not limited to, slabs, walls, ceilings, fire rated partitions, spray-on fireproofing, and finishes, to their original state as a result of Contractor's action.
- 3.02.9 Refinish entire surfaces as the Contractor's Work scope requires to provide an even finish to match adjacent surfaces and finishes, for continuous surfaces, refinish to nearest intersection, for an assembly, refinish the entire unit.
- 3.02.10 Be held responsible for reckless cutting of holes in slabs, walls or other finishes, or for scraping off areas of fireproofing larger or greater than that which is necessary for installation of its Work.
- 3.03 Removal and replacement of ceilings not scheduled to be replaced shall be the responsibility of the Contractor requiring access.

END OF SECTION 01540

**SECTION 01550
CLEAN-UP AND FINAL CLEANING**

A. SUMMARY

Execute final cleaning at completion of the Work, as required by this Section. For Contractor's daily clean-up, dust control and rubbish removal operations during construction, refer to Section 01520 Temporary Construction Controls.

a. DISPOSAL REQUIREMENTS

- i. Conduct final cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.
 1. Do not burn or bury rubbish and waste materials on Project site.
 2. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary drains.

2 PART 2 - SITE CLEAN-UP/RUBBISH REMOVAL PROCEDURE

2.1. REQUIREMENTS

2.1.1. General. Contractor shall:

- 2.1.1.1. Be responsible for daily, weekly and final clean-up of its Work and the work of its Subordinate Parties as defined herein.
- 2.1.1.2. Comply with applicable labor agreements and jurisdictional rules in the hiring of laborers to perform its clean up obligations under the Contract Documents.
- 2.1.1.3. Control of dust generated by its operations on a daily basis.
- 2.1.1.4. Maintain roadways clear of all debris at all times.
- 2.1.1.5. Only use cleaning materials which will not create hazards to health or property and which will not damage surfaces. Only those cleaning materials and methods recommended by the manufacturer of the surface material to be cleaned shall be used.
- 2.1.1.6. Only use sweeping compounds that do not leave residue on concrete floor surfaces and that will not affect installation of finish flooring materials

2.1.2. Dumpsters:

- 2.1.2.1. Unless stated otherwise in the Work Scopes, the CM will provide and maintain the job site dumpsters for unidentifiable debris for use as specified below.
- 2.1.2.2. Each Contractor and its Subordinate Parties shall be responsible for daily clean-up, removal and placement in dumpsters of all debris and waste resulting from its operations.
- 2.1.2.3. No overfilling of dumpsters will be allowed. All adjacent areas are to be kept clean. Excavation, demolition, masonry, drywall and hazardous waste materials are NOT to be placed in CM's dumpster.
- 2.1.2.4. Each Contractor will be responsible for removing its own excavation, demolition, masonry, drywall and Hazardous Materials from the site in strict accordance with applicable laws and regulations regarding disposal.
- 2.1.2.5. Contractor shall indemnify, defend and hold harmless the Owner and CM from claims, damages, suits, costs, or expenses of any kind (including attorney's fees and costs) arising out of, resulting from or in connection with Contractor's misuse of dumpsters.

2.1.3. Daily Clean Up, Each Contractor shall:

- 2.1.3.1. Be responsible, DAILY for the clean -up, transport and removal from the site of identifiable debris including but not limited to, bulky debris, packaging, containers, unused materials and equipment, (i.e., masonry and concrete materials, drywall, steel, crates, carton, demolition debris, other packaging, and combustible items).
- 2.1.3.2. Leave no piles of debris in the building overnight. The cost of any overtime premium required to remove debris immediately at the end of each workday shall be included in the Contractor's Work.
- 2.1.3.3. handle materials in a controlled manner so that dust and other contaminants, do not affect the Owner's or other Contractor operations and equipment
- 2.1.3.4. Be responsible to leave its Work and work area in a clean condition. This includes, but is not limited to, removal of all grease, dust, dirt, stains, labels, fingerprints and other foreign matter.
- 2.1.4. Weekly Clean Up: Each Contractor shall:
 - 2.1.4.1. While on site, provide to CM one (1) person for each five tradesmen (or portion thereof) employed at the site, one day per week, for up to four (4) hours, for the exclusive purpose of performing overall project weekly clean-up of unidentifiable debris. The cost of this (these) person(s) shall be included in Contractor's Work.
 - 2.1.4.2. Include sweeping, loading and disposal of miscellaneous debris such as mud tracked through the building, drinking cups, bottles, lunch wrappers and other unidentifiable debris. Trash and debris from this operation shall be placed in the dumpster(s)
- 2.1.5. Final Clean Up:
 - 2.1.5.1. Final clean-up, will be done at a time designated by CM.
 - 2.1.5.2. Normally, Final Clean Up will occur before punchlist inspection or prior Owner Occupancy turnover.
 - 2.1.5.3. The Contractor's duties for Final Cleaning are:
 - 2.1.5.3.1. Prior to final completion or Owner occupancy, whichever occurs first, conduct an inspection of sight-exposed interior and exterior surfaces, and all Work areas, to verify that the entire Work is left in a broom clean condition and that all Final Cleaning as set forth above has been performed.
 - 2.1.5.3.2. Tunnels and closed off spaces shall be cleaned of packing boxes, wood frame members and other waste materials used in the construction.
 - 2.1.5.3.3. Temporary labels, stickers and similar items shall be removed from fixtures and equipment. Unless otherwise directed in the technical specifications, Contractors shall not remove permanent name plates, equipment model numbers, ratings, or other items intended to be permanently affixed to the fixture or equipment.
- 2.1.6. Use of Owner's Facilities: The Owner's facilities are not to be used by Contractor for the disposal of trash or debris from its Work.
- 2.1.7. Failure to perform Clean Up:
 - 2.1.7.1. If any Contractor or its Subordinate Parties fails to maintain a satisfactory clean-up program, CM will issue written notice, to the responsible Contractor, that the necessary clean-up must be performed within twenty-four (24) hours after the notice is given. The establishment of a definite deadline for the removal of debris and rubbish will supersede the necessity for any formal notification that such work must be done.

- 2.1.7.2. If Contractor(s) fail to perform the clean-up, by the deadline, CM may perform clean-up on the Project and back charge the responsible Contractor(s) for the costs. If necessary in order to remove unidentifiable debris beyond what is removed during weekly clean up, CM will perform such clean-up and shall pro-rate the cost among the Contractors in its discretion, based on Contractor(s) type of work and manpower on site. Back charges may be deducted from the monthly invoices of the Contractor(s) and/or final payment.
- 2.1.8. Hazardous Materials: Contractors or Subordinate Parties shall dispose of Hazardous Materials in strict accordance with applicable federal, state, and local laws and regulations. Hazardous Materials may not be placed in dumpsters and/or containers not so designated for such placement.

END OF SECTION 01550

**SECTION 01600
FORMS****1 USE OF FORMS**

- 1.01 Upon award of the Agreement, the various forms described and referenced in the Project Manual will be provided by CM and therefore are not bound in the Project Manual. Copies of forms are available for inspection at CM Office.
- 1.02 Following is a list of the key forms:
- 00810 Safety and Loss Control Program
 - Trade Contractor Safety Certificate (SAF 6.3.3.3)
 - 01250 Changes in the Work
 - PCO- Notice to Proceed
 - PCO- Quotation Only
 - Change Order Form (CMS.9.1 or CMS.9.2)
 - 01290 Payment Procedures
 - Application and Certificate for Payment (CON.27.1) and Continuation Sheet (CON.27.2)
 - Consent of Surety to Reduction In or Partial Release of Retainage (CON.26.6)
 - Payment schedule (PSI.10.1)
 - Payment Request for Stored Materials Form (CON.26.5)
 - Acknowledgment of Payment and Partial Unconditional Release Form (CON.26.3)
 - Unconditional Final Release and Waiver Subcontractor/Materialman Form (CON.26.4)
 - Sworn Statement Form (CON.26.2)
 - 01320 Communications
 - Trade Contractors Daily/Pre-Task Plan (CON.14.4)
 - Request for Information Form (CON.25.2) (in company approved software, if necessary)
 - 01330 Submittals
 - BMC Submittal Transmittal Form (CON.9.6)
 - 01400 Quality Requirements
 - Corrective Action Report (CAR)/Notice of Non-Conformance (NCR) (CON.18.2)
 - 01700 Contract Close-out
 - Consent of Surety Company to Final Payment Form (CON.26. 7)
 - Consent of Surety to Reduction in or Partial Release of Retainage Form (CON.26.6)
 - Certificate of Contract Completion Form (CLO.7.5)
 - 01720 Project Record Documents
 - Closeout Submittal (CLO.7.2)
 - 01740 Warranties and Guarantees
 - Contractor's Guarantee (CLO.7.3)
 - 01750 Systems Demonstration, Training and Start-up

- Equipment/Systems Acceptance Form (CLO.2.1)
- Owner Training Register (CLO.2.2)

END OF SECTION 01600

**SECTION 01630
PRODUCT SUBSTITUTIONS**

1. WORK INCLUDED

1.1. Furnish and install Products specified, under options and conditions for substitutions stated in this Section.

2. BIDDER'S OPTIONS

- 2.1. For products that are specified only by reference standard, select Product meeting that is standard by any manufacturer.
- 2.2. For Products specified by naming several Products or manufacturers, select any one of products and manufacturers named which complies with Specifications.
- 2.3. For Products specified by naming several Products or manufacturers and stating "or equivalent", or "or equal", or "or Architect approved equivalent", or similar wording, submit a request as for substitutions, for any Product or manufacturer which is not specifically named for review and approval by the Architect.
- 2.4. For Products specified by naming only one Product and manufacturer, there is no option and no substitution will be allowed.

3. SUBSTITUTION PROCESS

3.1. SUBSTITUTIONS

- 3.1.1. Base Bid shall be in accordance with the Contract Documents.
- 3.1.2. Substitutions for products may be made during the bidding period by submitting completed Substitution Request Form and substantiating product data/literature a minimum of ten (10) Days prior to Bid date to CM who will then forward to the Architect.
- 3.1.2.1. Architect will consider requests from the Bidder for substitution of products in place of those specified as set forth in this section.
- 3.1.2.2. Those submitted the specified calendar days prior to Bid Date will be included in an addendum if acceptable.
- 3.1.2.3. After the end of the bidding period, requests will be considered only in case of Product unavailability or other conditions beyond the control of Contractor.
- 3.1.2.4. Bid Proposals shall not be based on assumed acceptance of any item which has not been approved by addendum.
- 3.1.3. Bidders are required to submit a separate Substitution Request Form for each proposed substitution. Each substitution request should be accompanied by the following supporting documentation:
- 3.1.3.1. A full explanation of the proposed substitution.
- 3.1.3.2. Complete data substantiating compliance of the proposed substitution with the requirements stated in the Contract Documents.
- 3.1.3.2.1. Product identification, including the manufacturer's name and address.
- 3.1.3.2.2. Manufacturer's literature; identifying:
- 3.1.3.2.2.1. Product description and technical information.
- 3.1.3.2.2.2. Reference standards.
- 3.1.3.2.2.3. Performance and test data.
- 3.1.3.2.2.4. Installation instructions, operating procedures and other like information.
- 3.1.3.2.3. Samples, as applicable.

- 3.1.3.2.4. Names and addresses of similar projects on which product has been used, and date of each installation.
 - 3.1.3.3. Itemized comparison of the proposed substitution with the product specified, listing all significant variations.
 - 3.1.3.4. Data relating to changes in delivery or construction schedule.
 - 3.1.3.5. A list of all effects of the proposed substitution on separate contracts.
 - 3.1.3.6. Accurate cost data comparing the proposed substitution with the product specified.
 - 3.1.3.6.1. Amount of any net change to Contract Sum.
 - 3.1.3.7. Designation of required license fees or royalties.
 - 3.1.3.8. Designation of availability of maintenance services and sources of replacement materials.
 - 3.1.4. Substitutions will not be considered for acceptance when:
 - 3.1.4.1. They are indicated or implied on shop drawings or product data submittals without a formal request from Bidder.
 - 3.1.4.2. Acceptance will require substantial revision of Contract Documents.
 - 3.1.4.3. In judgment of Architect, do not include adequate information necessary for a complete evaluation.
 - 3.1.4.4. If requested after Contract Award directly by a subcontractor or supplier, except for special or unusual circumstances reviewed by the Contractor with CM.
 - 3.1.5. Substitute products shall not be ordered or installed without written acceptance of Architect.
 - 3.1.6. Architect will determine acceptability of proposed substitution.
- 3.2. BIDDER'S REPRESENTATION
- 3.2.1. In making formal request for substitution the Bidder represents that:
 - 3.2.2. It has investigated the proposed product and has determined it is equivalent to or superior in all respects to the product specified.
 - 3.2.3. It will provide same warranties or bonds for the proposed substitution as required for the product specified.
 - 3.2.4. It will coordinate installation of the accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
 - 3.2.5. It waives all claims for additional costs caused by or arising from the substitution which may subsequently become apparent.
 - 3.2.6. Cost data is complete and includes related costs under its Agreement, but not:
 - 3.2.6.1. Costs under separate contracts.
 - 3.2.6.2. Architect's costs for redesign or revision of Contract Documents.
 - 3.2.7. Cost data need not be submitted, if request is for inclusion in an addendum. Requests after the Agreement is awarded shall contain a complete cost comparison.
 - 3.2.8. Any modifications necessary as a result of the use of an approved substitute shall be paid by the Contractor proposing the substitution.
 - 3.2.9. Any additional engineering costs required to be performed by the Architect to approve, implement or coordinate the substitution above reasonable review services, shall be paid by the Contractor proposing the substitution.

- 3.2.10. Under no circumstances will the Architect be required to prove that a product proposed for substitution is or is not equal to the quality of the product specified.

3.3. ARCHITECT'S DUTIES

- 3.3.1. Review requests for substitutions with reasonable promptness.
- 3.3.2. Coordinate review/approval of "Architect Approved" substitutions with the Owner prior to notifying the CM.
- 3.3.3. Issue a written instruction of decision to accept the substitution.
- 3.3.4. Substitution requests that are not approved will be returned to the party submitting the request with an explanation for the rejection.

3.4. SUBSTITUTION REQUEST FORM

- 3.4.1. The form is attached to this Section.
- 3.4.2. **SUBSTITUTIONS WILL BE CONSIDERED ONLY WHEN THE ATTACHED FORM IS COMPLETED AND INCLUDED WITH THE SUBMITTAL WITH ALL BACKUP DATA.**

SUBSTITUTION REQUEST FORM

TO: Barton Malow Company

We hereby submit for your consideration the following product instead of the specified item for the above Project:

DRAWING NO.: _____ **DRAWING NAME:** _____

SPEC. SECT.	SPEC. NAME	PARAGRAPH	SPECIFIED ITEM
_____	_____	_____	_____

Proposed Substitution:

Attached complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance.

CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted by:

Signature Title

Firm

Address

Telephone Date

Signature shall be by person having authority to legally bind his/her firm to the above terms. Failure to provide legally binding signature will result in retraction of approval.

For use by Architect

Accepted Accepted as noted
 Not accepted Received too late
 Insufficient data received

By: _____

Date: _____

For use by Owner

Accepted Accepted as noted
 Not accepted Received too late
 Insufficient data received

By: _____

Date: _____

Fill in blanks below (attach additional sheets as required):

- A. Does the Substitution affect dimensions shown on Drawings?
 Yes _____ No _____ If yes, clearly indicate changes: _____

- B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
 Yes _____ No _____ If no, fully explain: _____

- C. What affect does substitution have on other contracts or other trades?

- D. What affect does substitution have on the delivery and construction schedule? _____

- E. Manufacturer's warranties of the proposed and specified items are: Same _____ Different _____
 If different, explain on an attachment.

- F. Reason for Request: _____

- G. Itemized comparison of specified item(s) with the proposed substitution; list significant variations:

- H. Accurate cost data comparing proposed substitution with product specified:

- I. This substitution will amount to a credit or an extra cost to the Owner of:
 _____ Dollars
 (\$ _____)

END OF SECTION 01630

SECTION 01700 CONTRACT CLOSE-OUT

1. CLOSE-OUT PROCEDURE

1.1. The following procedure and forms will be used to sequentially progress through the contract close-out stage in a productive and timely manner.

1.1.1. PREPARATION FOR CONTRACT CLOSE-OUT

During the course of the Project, the Contractor will thoroughly review the Contract Documents as it relates to the requirements and obligations and gather and submit to CM the proper submittals, shop drawings, material certifications, waivers, certificates of insurance, bonds, and other contractual requirements impacting contract close-out.

1.1.2. INITIATING THE FINAL CLOSE-OUT PROCESS

When nearing 75% completion of the Work, the Contractor will review the status of the Close-Out process with CM. The Contractor's contractual responsibilities will be reviewed and outstanding close-out and other submittals identified.

1.1.3. OBTAINING THE CERTIFICATE OF SUBSTANTIAL COMPLETION

As the Contractor is nearing the completion of the Work and after concurrence with CM, it shall submit a written request for Substantial Completion, all required documentation as outlined, and a listing of all minor deficiencies yet to be completed.

The following documents are the minimum required at the time of request for Substantial Completion. Contractor shall also submit all additional documentation as required in the Contract Documents:

1.1.3.1. AIA G704 Certificate of Substantial Completion

1.1.3.2. As-built records

1.1.3.3. Operation and Maintenance Manuals

1.1.3.4. Keys, Maintenance Stock, and Spare Parts

1.1.3.5. Test and Start-up/Owner Training Sessions

1.1.3.6. Submission of Permits and Approvals (i.e. Fire Marshal, Department of Public Health Approvals, etc.)

1.1.3.7. Guarantee and Warranties

1.1.3.8. Punchlist (list of work to be completed or corrected)

Once CM has received all required documents they will be forwarded to the Architect and Owner. CM will review the Contractor's request for Substantial Completion; all above documentation, and list of deficiencies, add appropriate comments, and forward to the Architect and/or Owner for review. In conjunction with the Contractor, CM will establish a schedule for the completion of all listed items, which in no event shall exceed any time periods established in the Contract Documents for Final Completion.

When the Architect determine that the Work is substantially complete, the Certificate of Substantial Completion shall be issued to the Contractor.

1.1.4. CONTRACTOR COMPLETES PUNCHLIST WORK

Each Contractor shall submit a letter certifying all punchlist items are completed, in a manner acceptable to the Owner, CM and the Architect.

1.1.5. FINAL INSPECTION NOTICE

Each Contractor is to forward (**written notice and accompanying documentation**) to CM that Work is ready for final inspection and acceptance. CM will forward written notice to the Architect if CM is in agreement that Work is complete. The Architect will perform a final inspection and sign off on the punchlist form if Work is in fact completed. If punchlist work is not found complete, the Contractor shall take action to remedy any insufficiencies and then shall re-submit the written notice and accompanying documentation that Work is ready for **final** inspection and acceptance. If CM and/or Architect are required to perform more than 2 site visits to determine Substantial or Final Completion of Contractor's Work, the costs for such additional inspections shall be charged to Contractor.

The following documents are the minimum required to complete final payment. Contractor shall also submit all additional documentation as required in the Contract Documents:

- 1.1.5.1. Final Payment Request (on G702 & G703).
- 1.1.5.2. Guarantees/Warranties (including subs and suppliers).
- 1.1.5.3. Final Sworn Statements (including subs and suppliers).
- 1.1.5.4. Acknowledgment of Payment and Partial Unconditional Release
- 1.1.5.5. Final Release Subcontractor/Materialman
- 1.1.5.6. Certified Payroll Report (projects governed by prevailing wage laws)
- 1.1.5.7. Verification of Rate Classification and Payment (Federal projects)
- 1.1.5.8. Consent of Surety Company to Final Payment (AIA G707)
- 1.1.5.9. Consent of Surety to Reduction or Partial Release of Retainage (AIA G707A)
- 1.1.5.10. Certificate of Substantial Completion (on G704).
- 1.1.5.11. Completion and acceptance of all punchlist Work.

Items 1.1.5.2 through 1.1.5.5 must always be submitted with the final request for payment.

1.1.6. REVIEW OF FINAL PAYMENT REQUEST

CM and the Architect will review the Contractor's final payment request and Close-Out file. If all administrative documents are attached or have been submitted (i.e. guarantee, warranty, waiver of lien, etc.), all Work is complete, and all other responsibilities are met, the Project Team will forward the Contractor's Application for Final Payment to the Owner and payment shall be processed according to the Owner's regular procedures.

2. FINAL COMPLETION

- 2.1. To attain final completion, the Contractor shall complete activities pertaining to Substantial Completion, and complete Work on punch list items. Only then shall it issue written request to CM to conduct a site visit to determine Final Completion.
- 2.2. When Contractor considers the Work is finally complete, it shall submit written certification that:
 - 2.2.5. Contract Documents have been reviewed.
 - 2.2.6. Work has been inspected for compliance with Contract Documents.
 - 2.2.7. Work has been completed in accordance with Contract Documents.
 - 2.2.8. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 2.2.9. Work is completed and ready for final observation.
- 2.3. CM and/or Architect will make an observation to verify the status of completion with reasonable promptness after receipt of such certification.
- 2.4. Should CM and/or Architect consider that the Work is incomplete or defective:

- 2.4.5. CM will promptly notify the Contractor in writing, listing the incomplete or defective Work.
 - 2.4.6. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the CM that the Work is complete.
 - 2.4.7. CM and/or Architect will re-inspect the Work.
 - 2.5. When CM and/or Architect determines that the Work is acceptable under the Contract Documents, it shall request the Contractor to make close-out submittals.
3. CONTRACTOR'S CLOSE-OUT SUBMITTALS
- 3.1. Evidence of compliance with requirements of governing authorities (state, local or federal):
 - 3.1.5. Certificates of Inspection:
 - 3.1.5.1. Mechanical
 - 3.1.5.2. Electrical
 - 3.1.5.3. Others as required
 - 3.2. Project Record Documents: Refer to requirements of Section 01720.
 - 3.3. Operating and Maintenance Data, Instructions to Owner's Personnel: Refer to requirements of Section 01730.
 - 3.4. Warranties and Bonds: Refer to requirements of Individual Sections and Individual Technical Specifications and Section 01740.
 - 3.5. Spare Parts and Maintenance Materials: Refer to requirements of Individual Technical Specifications.
 - 3.6. Evidence of Payment and Release of Liens: Refer to requirements of General and Supplementary Conditions and Section 01290.

END OF SECTION 01700

SECTION 01720
PROJECT RECORD DOCUMENTS

1 SUMMARY

- 1.01 Each Contractor shall be responsible to maintain at the job site one copy of:
 - 1.01.1 Record Contract Drawings
 - 1.01.2 Record Project Manual
 - 1.01.3 Addenda
 - 1.01.4 Reviewed/Approved Shop Drawings
 - 1.01.5 Change Orders
 - 1.01.6 Other modifications to Contract
 - 1.01.7 Field test records
 - 1.01.8 Affidavits
- 1.02 Store documents apart from documents used for construction.
- 1.03 Maintain documents in clean, dry, legible condition.
- 1.04 Do not use project record documents for construction purposes.
- 1.05 Make documents available for inspection by the Owner, CM and the Architect.
- 1.06** Failure to maintain documents up-to-date will be cause for withholding payments to Contractor.
- 1.07 At the outset of the project, obtain from the Architect through the CM, at no charge to the Contractor, one complete set of Contract Documents including:
 - 1.07.1 Technical Specifications with all addenda.
 - 1.07.2 One complete set of prints of all Drawings.

2 RECORDING

- 2.01 Label each document "Project Record."
- 2.02 Keep record documents current.
- 2.03 Do not permanently conceal any work until required information has been recorded.
- 2.04 Contract Drawings:
 - 2.04.1 Contractor may at his option enter required information on a "working set" and then at completion of Project transfer the information to final submitted "Project Record" set.
 - 2.04.2 Contractor shall legibly mark to record actual construction:
 - 2.04.2.1 Depths of various elements of foundation in relation to survey data.
 - 2.04.2.2 Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
 - 2.04.2.3 Location and depths of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
 - 2.04.2.4 Field changes of dimension and detail.
 - 2.04.2.5 Changes made by PCO- Notice to Proceed.

2.04.2.6 Details not on original Contract Drawings.

2.05 Technical Specifications and Addenda:

2.05.1 Contractor shall legibly mark up each section to record:

2.05.1.1 Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.

2.05.1.2 Changes made by PCO- Notice to Proceed.

2.05.1.3 Other items not originally specified.

2.06 Conversion of Schematic Layouts:

2.06.1 Arrangement of conduits, circuits, piping, ducts and similar items are in most cases shown schematically on the Drawings.

2.06.2 Contractor shall legibly mark to record actual construction:

2.06.2.1 Dimensions accurate to within 1" of the center of items shown schematically.

2.06.2.2 Identify each item, for example, "cast iron drain", "galvanized water", etc.

2.06.2.3 Identify location of each item, for example, "under slab", "in ceiling plenum", "exposed", etc.

2.06.3 The Owner, Architect or CM may waive requirements of schematic layout conversion, when in their opinion, it serves no beneficial purpose. Do not, however, rely on waivers being issued except as specifically issued by the CM in written form.

3 SUBMITTAL

3.01 At completion of Project deliver, 1 set of electronic sets of Record Documents, in a format acceptable to the Owner and the Architect, using the Final Document Submittal Form (in Section 01600 Forms), to CM prior to request for final payment.

3.02 Accompany submittal with transmittal letter, in duplicate, containing:

3.02.1 Date

3.02.2 Project title and number

3.02.3 Contractor's name and address

3.02.4 Title and number of each record document

3.02.5 Certification that each document as submitted is complete and accurate.

3.02.6 Signature of Contractor, or his authorized representative.

END OF SECTION 01720

**SECTION 01730
OPERATIONS AND MAINTENANCE DATA**

1. SCOPE
 - 1.1. Compile product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
 - 1.2. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of the Technical Specifications.
 - 1.3. Instruct Owner's personnel in maintenance of products and in operation of equipment and systems in accordance with the requirements in Section 01750 Systems Demonstration, Training and Start-up.
2. QUALITY ASSURANCE
 - 2.1. Preparation of data shall be done by personnel:
 - 2.1.1. Trained and experienced in maintenance and operation of described products.
 - 2.1.2. Familiar with requirements of this Section.
 - 2.1.3. Skilled as technical writer to the extent required to communicate essential data.
 - 2.1.4. Skilled as draftsman competent to prepare required drawings.
3. FORM OF SUBMITTALS
 - 3.1. Prepare data in the form of an instructional manual for use by Owner's personnel.
 - 3.2. Format:
 - 3.2.1. Size: 8-1/2" x 11"
 - 3.2.2. Paper: white, for typed pages.
 - 3.2.3. Text: Manufacturer's printed data, or neatly typewritten.
 - 3.2.4. Drawings:
 - a. Provide reinforced punched binder tab, bind in with text.
 - b. Fold larger drawings to size of text pages.
 - 3.2.5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - c. Provide typed description of product, and major component parts of equipment.
 - d. Provide indexed tabs.
 - 3.2.6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS." list:
 - e. Title of Project
 - f. Identity of separate structures as applicable.
 - g. Identity of general subject matter covered in the manual.
 - 3.3. Binders:
 - 3.3.1. Commercial quality three-ring binders with durable and cleanable plastic covers.
 - 3.3.2. Maximum ring size: 3"
 - 3.3.3. When multiple binders are used, correlate the data into related consistent groupings.
4. CONTENT OF MANUAL
 - 4.1. Neatly typewritten table of contents for each volume, arranged in systematic order.

- 4.1.1. Contractor, name of responsible principal, address and telephone number.
- 4.1.2. A list of each product required to be included, indexed to content of the volume.
- 4.1.3. List with each product, name, address and telephone number of:
 - a. Subcontractor or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify area of responsibility of each.
 - d. Local source of supply for parts and replacement.
- 4.1.4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- 4.2. Product Data:
 - 4.2.1. Include only those sheets which are pertinent to the specific product.
 - 4.2.2. Annotate each sheet to:
 - e. Clearly identify specific product or part installed.
 - f. Clearly identify data applicable to installation.
 - g. Delete references to inapplicable information.
- 4.3. Drawings:
 - 4.3.1. Supplement product data with drawings as necessary to clearly illustrate:
 - b. Relations of component parts or equipment and systems.
 - c. Control and flow diagrams.
 - 4.3.2. Coordinate drawings with information in Project Record Documents to assure correct illustration of completed installation.
 - 4.3.3. Contractor may use Project Record Documents as maintenance drawings - coordinate with CM.
- 4.4. Written text, as required to supplement product data for the particular installation:
 - 4.4.1. Organize in consistent format under separate headings for different procedures.
 - 4.4.2. Provide logical sequence of instructions for each procedure.
- 4.5. Copy of each warranty, bond and service contract issued.
 - 4.5.1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in event of failure.
 - b. Instances which might affect validity of warranties or bonds.
- 5. MANUAL REVIEW AND PREPARATION SCHEDULE
 - 5.1. Submit two copies of preliminary draft of proposed formats and outlines of contents to CM prior to start of preparation.
 - 5.1.1. Architect will review draft and return one copy with comments.
 - 5.2. Submit 1 set of electronic copy of completed data in final form to the CM at least 2 months before the end of the project, for Owner review.
 - 5.2.1. Copy will be returned after final inspection or acceptance, with comments.
 - 5.3. Submit copies of completed operation and maintenance manuals at least two (2) weeks before execution and have at hand for use in demonstrations and instructions.

- 5.4. Submit specified number of copies of approved data in final form to the CM ten (10) days after final inspection or acceptance.

6. PRODUCTS

6.1. MANUAL FOR MATERIALS AND FINISHES

- 6.1.1. Submit 1 electronic copy of complete manual in final form.
- 6.1.2. Content, for architectural products, applied materials and finishes:
 - 6.1.2.1. Manufacturer's data, giving full information on products.
 - 6.1.2.1.1. Catalog number, size, and composition.
 - 6.1.2.1.2. Color and texture designations.
 - 6.1.2.1.3. Information required for reordering special-manufactured products.
 - 6.1.2.2. Instructions for care, maintenance and preventative maintenance.
 - 6.1.2.2.1. Manufacturer's recommendation for types of cleaning agents and methods.
 - 6.1.2.2.2. Cautions against cleaning agents and methods which are detrimental to product.
 - 6.1.2.2.3. Recommended schedule for cleaning and maintenance.
- 6.1.3. Content, for moisture-protection and weather-exposed products:
 - 6.1.3.1. Manufacturer's data, giving full information on products.
 - 6.1.3.1.1. Applicable standards.
 - 6.1.3.1.2. Chemical composition.
 - 6.1.3.1.3. Details of installation.
 - 6.1.3.2. Instructions for inspection, maintenance and repair.
- 6.1.4. Additional requirements for maintenance data: Reference sections of Technical Specifications.

6.2. MANUAL FOR EQUIPMENT AND SYSTEMS

- 6.2.1. Submit 1 electronic copy of complete manual in final form.
- 6.2.2. Content, for each unit of equipment and system, as appropriate:
 - 6.2.2.1. Description of unit and component parts.
 - 6.2.2.1.1. Function, normal operating characteristics, and limiting conditions.
 - 6.2.2.1.2. Performance curves, engineering data and tests.
 - 6.2.2.1.3. Complete nomenclature and commercial number of replaceable parts.
 - 6.2.2.2. Operating procedures:
 - 6.2.2.2.1. Start-up, break-in, routine and normal operating instructions.
 - 6.2.2.2.2. Regulation, control, stopping, shutdown and emergency instructions.
 - 6.2.2.2.3. Summer and winter operating instructions.
 - 6.2.2.2.4. Special operating instructions.
 - 6.2.2.3. Maintenance and Preventative Maintenance Procedures:
 - 6.2.2.3.1. Routine operations.
 - 6.2.2.3.2. Guide to "trouble-shooting".

- 6.2.2.3.3. Disassembly, repair and re-assemble.
- 6.2.2.3.4. Alignment, adjusting and checking.
- 6.2.2.4. Servicing and lubrication schedule.
 - 6.2.2.4.1. List of lubricants required.
- 6.2.2.5. Manufacturer's printed operating and maintenance instructions.
- 6.2.2.6. Description of sequence of operation by control manufacturer.
- 6.2.2.7. Original manufacturer's parts, list, illustrations, assembly drawings and diagrams required for maintenance.
 - 6.2.2.7.1. Predicted life of parts subject to wear.
 - 6.2.2.7.2. Items recommended to be stocked as spare parts.
- 6.2.2.8. As-installed control diagrams by controls manufacturer.
- 6.2.2.9. Each Contractor's coordination drawings.
 - 6.2.2.9.1. As-installed color coded piping diagrams.
- 6.2.2.10. Charts of valve tag numbers, with location and function of each valve.
- 6.2.2.11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 6.2.2.12. Other data as required under pertinent sections of specifications.
- 6.2.3. Content, for each electric and electronic system, as appropriate:
 - 6.2.3.1. Description of system and component parts.
 - 6.2.3.1.1. Function, normal operating characteristics and limiting conditions.
 - 6.2.3.1.2. Performance curves, engineering data and tests.
 - 6.2.3.1.3. Complete nomenclature and commercial number of replaceable parts.
 - 6.2.3.2. Circuit directories of panel boards.
 - 6.2.3.2.1. Electrical service.
 - 6.2.3.2.2. Controls.
 - 6.2.3.2.3. Communications.
 - 6.2.3.3. As-installed color coded wiring diagrams.
 - 6.2.3.4. Operating procedures:
 - 6.2.3.4.1. Routine and normal operating instructions.
 - 6.2.3.4.2. Sequences required.
 - 6.2.3.4.3. Special operating instructions.
 - 6.2.3.5. Maintenance and preventative maintenance procedures:
 - 6.2.3.5.1. Routine operations.
 - 6.2.3.5.2. Guide to "trouble-shooting".
 - 6.2.3.5.3. Disassembly, repair and re-assemble.
 - 6.2.3.5.4. Adjustment and checking.
 - 6.2.3.6. Manufacturer's printed operating and maintenance instructions.

- 6.2.3.7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- 6.2.3.8. Other data as required under pertinent sections of specifications.
- 6.2.4. Prepare and include additional data when the need for such data becomes apparent during instruction of Owner's personnel.
- 6.2.5. Additional requirements for operating and maintenance data: Reference sections of Technical Specifications.

END OF SECTION 01730

SECTION 01740
WARRANTIES AND GUARANTEES

1 GENERAL

- 1.01 **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

2 WARRANTY REQUIREMENTS

- 2.01 Deliver all written warranties and guarantees required by the Contract Documents with the Owner named as beneficiaries. All warranties shall include labor and materials, shall be signed by the manufacturer or subcontractor as the case may be, and countersigned by the Contractor. All written warranties shall be addressed to the Owner and delivered to CM upon completion of the Project, before or with the submission of Request for Final Payment.
- 2.02 In addition to all other warranties set forth in the Contract Documents or imposed by applicable law, Contractor warrants to Owner and CM that the Work will be free from defects and performed in strict conformity with the requirements of the Contract Documents. This warranty survives the termination of the Agreement and shall only be extinguished by limitation periods imposed by applicable law and shall not be limited by any other provisions contained in the Agreement, including any provisions or time periods related to Contractor's obligation to correct defective Work.
- 2.03 Contractor, upon signing the Agreement, shall obtain and forward to CM any and all Standard Product Warranties for products, materials and systems covered under its Agreement. The Manufacturer's warranties do NOT relieve the Contractor from its warranty obligations under the Contract Documents.
- 2.04 Special Warranties shall become effective on a date established by the Project Team. This date generally shall be the date of Final Completion of the Project or Substantial Completion of the Project or portions thereof as agreed upon by the Project Team. In the case of acceptance of a portion of the Work or Project, separate warranties shall be issued for those specific portions of the Project that were accepted, and shall be dated the date the specific portion was accepted. As additional Work is accepted, separate warranties for those specific portions of the Work shall be issued and properly dated. Issuance of warranties for a portion of the Work shall in no way become the basis for Application for Final Payment.
- 2.05 If for any reason, the Bidder cannot warrant any part of the Work using products, materials, or construction methods that have been specified or shown, it shall notify CM in writing at least ten (10) days before the bid submission date, giving reasons together with the names of products and data on substitutions it can guarantee. Should the Bidder fail to so notify CM within this time period, it will be bound to all warranties and guarantees as set forth in the Contract Documents.
- 2.06 **Related Damages and Losses:** In correcting Work that has been rejected as defective or otherwise failing to conform to the Contract Documents, whether before or after Substantial Completion, Contractor shall bear all related costs, including, but not necessarily limited to, the cost to correct the Work, the cost to correct all other Work that has been damaged by the defective or non-conforming Work, or that is damaged in the process of correcting the defective or nonconforming Work, and the cost of all additional testing and inspections and compensation for the Architect and/or CM's services and expenses made necessary thereby.
- 2.07 **Reinstatement of Warranty:** When Work covered by a warranty with a specific time period has failed and has been corrected by Contractor, the warranty shall be reinstated for a time period equal to the original warranty.
- 2.08 Express warranties are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available to the Owner or CM under the law. Express warranty periods shall not be interpreted as limitations on the time in which Owner or CM may enforce Contractor's duties and obligation or their rights and remedies under the Agreement and applicable law.

2.08.1 Rejection of Warranties: The Owner and CM reserve the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

2.09 Where the Contract Documents require a Special Warranty, or similar commitment on the Work or part of the Work, the Owner and CM reserve the right to refuse to accept the Work, until the Contractor presents evidence that the entities required to countersign such commitments are willing to do so.

3 SUBMITTALS

3.01 Submit electronic copies of the warranties to the CM within fourteen (14) days of Substantial Completion using the form found in section 01600-Forms and organizing the warranty documents into an orderly sequence based on the table of contents of the Project Manual. If the project Team's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of CM.

3.02 When the Contract Documents require Contractor, or Contractor and a Subordinate Party to execute a Special Warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the CM for approval prior to final execution.

3.03 Forms for warranties are included in Section 01600-Forms. Prepare a written document utilizing the appropriate form, ready for execution by Contractor and its Subordinate Party(ies). Submit a draft to CM for approval prior to final execution.

END OF SECTION 01740

SECTION 01750
SYSTEMS DEMONSTRATION, TRAINING AND START-UP

2 GENERAL

2.01 COORDINATE Procedures for demonstration of equipment operation and instruction of Owner's personnel through CM.

3 QUALITY ASSURANCE

3.01 When specified in individual Sections, require manufacturer to provide authorized representative to demonstrate operation of equipment and systems, instruct Owner's personnel, and provide written report that demonstrations and instructions have been completed.

3.02 CM will provide list of personnel to receive instructions, and will coordinate their attendance at agreed-upon times.

4 SUBMITTALS

4.01 Submit preliminary schedule to CM for Architect's and Owner's approval, listing times and dates for demonstration of each item of equipment and each system, at least two (2) weeks prior to proposed dates.

4.02 Submit electronic copies of the reports within one week after completion of demonstrations, that demonstrations and instructions have been satisfactorily completed. Give time and date of each demonstration, and hours devoted to demonstration, with a list of persons present.

5 PREPARATION

5.01 Provide substantiating information that verifies equipment has been inspected and put into operation; testing, adjusting, and balancing has been performed; and equipment and systems are fully operational.

5.02 Submit copies of completed operation and maintenance manuals at least two (2) weeks before execution and have at hand for use in demonstrations and instructions.

5.03 CM will develop a schedule for the system demonstration, training, start-up and turn over of all systems and equipment.

6 DEMONSTRATION AND INSTRUCTIONS

6.01 Demonstrate operation and maintenance of equipment and systems to the Owner's, CM's and Architect's personnel two (2) weeks prior to date of final inspection. For equipment requiring seasonal operation, perform instructions for other seasons within six months. Contractor shall document the testing, equipment start-up and training sessions as required using the following forms in Section 01600 Forms:

6.01.1 Equipment/System Acceptance - This form will be completed for each piece of equipment or system for each contract that requires operational testing and/or training before acceptance. This will document the date of testing, the equipment tested, names of personnel which witnessed the testing and acceptance.

6.01.2 Owner Training Register - This form will be completed for each contract that requires training to be provided to the Owner's personnel. This will document the date of training, type of training, names of the personnel trained and acceptance of the training.

6.02 The amount of time required for instruction on each item of equipment and system is that specified in individual sections or as mutually agreed upon between Contractor and CM.

6.03 Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at designated location.

6.04 Use operation and maintenance manuals as basis of instruction and review the contents of the manuals with personnel in full detail to explain all aspects of operations and maintenance.

6.05 Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instructions.

- 6.06 Contractor is responsible for video taping the training sessions. The videotape should be of professional quality and the Owner should be provided with three (3) copies of the videotape.

END OF SECTION 01750

PROJECT MANUAL FOR THE CONSTRUCTION OF:

PROJECT:

SMITH MIDDLE SCHOOL REMODELING (13172)
NILES CENTER REMODELING (13176)

BID PACKAGE NO. 13

OWNER:

TROY SCHOOL DISTRICT
4400 Livernois
Troy Michigan 48098

TMP PROJECT NOS.: 13172 and 13176

DATE: February 3, 2015

ISSUED FOR BIDS

ARCHITECT

TMP ARCHITECTURE, INC.
1191 West Square Lake Road
Bloomfield Hills, Michigan 48302-0374

PH (248) 338-4561
FX (248) 338-0223
Email info@tmp-architecture.com

CONSTRUCTION MANAGER

BARTON MALOW COMPANY
26500 American Drive
Southfield, Mi. 48034

PH (248) 436-5000
FX (248) 436-5001

MECHANICAL & ELECTRICAL ENGINEER

PETER BASSO ASSOCIATES, INC
Consulting Engineers
5145 Livernois, Suite 100
Troy, Michigan 48098

PH (248) 879-5666
FX (248) 879-0007
Email info@pbanet.com

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AVAILABILITY OF ELECTRONIC FILES

PART 1 – GENERAL

1.1 POLICY

- A. As a service to contractors, subcontractor, vendors, material suppliers and others needing electronic copies of drawing files, the Architect will provide CAD files electronically in accordance with the following policy:
1. By acceptance it is understood and agreed that the data and medium being supplied is to be used only for the project referenced.
 2. It is further understood and agreed that the undersigned will hold TMP Architecture harmless and indemnify TMP Architecture from all claims, liabilities, losses, etc., including attorney's fees arising out of the use or misuse of the transferred items.
 3. It is understood and agreed that the items transmitted are prepared from CAD files current at the time of preparation. All files are AutoCAD version 2009 dwg files.
 4. This information does not waive the need to verify and review current field conditions and the status of Addenda and/or Bulletin documentation.
 5. As a record of information to be transmitted, TMP Architecture will prepare a duplicate electronic back-up for its record.
 6. Compensation for providing this material will be as follows:
 - a. Base Fee of \$250 for 1 to 3 drawings.
 - b. Base Fee of \$500 for 4 to 10 drawings.
 - c. For each additional drawing after 10 the fee is \$40.00 per drawing (i.e., 11 drawings = \$540).
 7. Payment must be provided along with a signed copy of the Release Letter before files will be released.

1.2 REQUEST PROCEDURE

- A. To receive files the attached Release Letter must be completed in full and submitted to the Construction Manager to be forwarded to the Project Manager at TMP Architecture.
1. A signed copy of the Release Letter must be submitted; faxed or emailed copies will be accepted.
 2. Upon remittance of the signed Release Letter and Fee, allow five working days for processing.
 3. Transmission of documents will be provided electronically after the receipt of payment.

Date: _____

Firm Requesting Files:

Name: _____

Company: _____

Address: _____

City, State, Zip: _____

Re: Letter of Authorization for CAD File Transfers

Project Name: _____

TMP Project No. : _____ Bid Pack No. : _____

Dear Sir:

Per your request, TMP Architecture will transmit the requested CAD files in the form of CD-ROM upon receipt of an original signed copy of this letter with conditions of agreement as stated.

1. By acceptance it is understood and agreed that the data and medium being supplied is to be used only for the project referenced.
2. It is further understood and agreed that the undersigned will hold TMP Architecture harmless and indemnify TMP Architecture from all claims, liabilities, losses, etc., including attorney's fees arising out of the use or misuse of the transferred items.
3. It is understood and agreed that the items transmitted are prepared from CAD files current at the time of preparation. All files are AutoCAD 2009.
4. This information does not waive the need to verify and review current field conditions and the status of Addenda and/or Bulletin documentation.
5. As a record of information to be transmitted, we will prepare a duplicate back-up for our files, which may be electronic or hard-copy.
6. Compensation for providing this material will be as follows: Base Fee of \$250 for 1 to 3 drawings and a Base Fee of \$500 for 4 to 10 drawings; for each additional drawing after 10 the fee is \$40.00 per drawing (i.e., 11 drawings = \$540). Payment must be provided along with a signed copy of this form before files will be released. Please remit to TMP Architecture and allow five working days for processing.

Fee: \$ _____ Drawings: _____

Signed: _____ Printed Name/Title: _____

Firm Requesting: _____

Phone: _____ Fax: _____

To Be Completed By TMP Architecture, Inc.

Released (signed by): _____ TMP Architecture, Inc.

Printed Name/Title: _____ Date: _____

****END OF SECTION***

ALTERNATES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF REQUIREMENTS:

- A. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.
- B. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- C. Notification: Immediately following award of Contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to alternates, if any.
- D. Schedule: A "Schedule of Alternates" is included at the end of this section. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
 - 1. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: Quote change in price to provide Interkal CSM seat in lieu of Interkal SSM seat.

END OF SECTION

SCHEDULE OF REQUIRED SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

- A. Specified Herein: General Requirements and schedule tabulating submittals required under the individual Trade Sections.
- B. Related Work: The following submittals are described under other Sections of these Specifications:
 - 1. Division 1 Section "Related Documents Submittal Procedures" for shop drawings.
 - 2. Division 1 Section "Project Record Documents" for project record documents.
 - 3. Division 1 Section "Warranties" for warranties and warranty services.

1.2 SUBMITTALS

- A. Submittals schedule is for reference only and is not necessarily complete. Specific requirements are included in the respective Trade Sections.
- B. Description of submittals and definitions of terms are included under other Sections of Division 1.
- C. Submittal of Materials for Approval:
 - 1. See Division 1 "Product Requirements" for requirements for materials submittals.
 - 2. All materials requiring Manufacturer Services or Warranty shall be submitted in the form specified under "Warranties".
 - 3. Standard materials may be submitted in tabular form. Where necessary to clarify proposed use, submit as a Shop Drawing a schedule of applications or a drawing showing proposed locations.

1.3 SCHEDULE

- A. The Contractor shall prepare a schedule relating and conforming to the Approved Construction Schedule. Said Schedule shall recognize and allow for lead time, including lead time required by Subcontractors and Manufacturers, and time required for Architect's review in compliance with the Contract Documents for all submittals.
- B. This Schedule shall be submitted to the Owner and the Architect for approval prior to the second Request for Payment.
- C. Exact procedures and time schedules for submittals will be determined at the time Job Progress Schedule is established. Time schedule for submittals shall be periodically revised and adjusted to coordinate with job progress.

1.4 EQUIPMENT ROOM LAYOUT DRAWINGS

- A. Each Contractor shall prepare and submit equipment room layout drawings, as called for under "Shop Drawings and Samples," for all equipment furnished under its Contract.

- B. Scale (Minimum): 1/4 inch equals 1 foot.

1.5 CERTIFICATE OF COMPLIANCE

- A. Each certificate required for demonstrating proof of compliance of materials with specification requirements, including mill certificates, shall be executed in quadruplicate. It shall be the Contractor's responsibility to review all certificates, before submittal, to ensure compliance with the Contract Documents.
- B. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location and the quantity and date or dates of shipment or delivery to which the certificate applies.
- C. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if after tests are performed on selected samples, the material is found not to meet the specific requirements.

1.6 SPARE PARTS DATA

- A. The Contractor shall furnish spare parts data for each different item of equipment furnished if and as called for in the Trade Sections.

1.7 SAMPLES

- A. After the award of the Contract, the Contractor shall furnish, for approval, samples required by the Specifications. The Contractor shall prepay all shipping charges on samples.
- B. Materials or equipment for which samples are required shall not be used in the work until approved in writing.

1.8 OPERATION AND MAINTENANCE MANUALS

- A. Where required by the Specifications, Operation and Maintenance Manuals shall be provided by the Contractor as specified under "Project Record Documents".
- B. Provide all manuals, parts information and similar data which the Architect may determine to be necessary for proper operation and maintenance.
- C. The manuals shall cover the operation requirements of each item specified to require operational and maintenance manuals, and shall include standard maintenance procedures and recommended schedules for routine service. The manuals shall be submitted to the Architect ten (10) days prior to final tests of mechanical and electrical system.

1.9 TEST PROCEDURES AND TEST RESULTS

- A. Where required by the Technical Specifications test procedures and test results shall be provided by the Contractor in quadruplicate. Test procedures shall cover all items required by the Technical Provisions and as specified under "Laboratory Testing and Inspection."

END OF SECTION

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Specified Herein: General Requirements for preparation, submittal, and distribution of Shop Drawings, Samples, Product Data, and similar information required to be furnished by the Contractors.
- B. Related Work: The following items of work are specified under other Sections of these Specifications:
 - 1. Division 01 Section "Project Record Documents" for project record documents.

1.2 DEFINITIONS

- A. Samples: See General Conditions.
 - 1. Preliminary Samples: Hand made or simulated examples or proposed materials submitted to demonstrate anticipated finished appearance.
 - 2. Product Samples: Representative examples of materials proposed for use.
 - 3. Range Samples: Samples showing extremes of variations in appearance, texture or color and the limits within which the Contractor agrees to hold the materials used in the work.
 - 4. Sample Installation: Trial run or initial example provided for review and acceptance by the Architect before continuing with the work.
 - 5. Test Samples: Samples provided for purposed of physical or chemical test analysis. If samples are submitted directly to the Testing Laboratory, submit copy of letter of transmittal.
- B. Shop Drawings: See General Conditions
 - 1. Electronic File: Drawings and other data submitted electronically in PDF format only.
 - 2. Preliminary Shop Drawings: Drawings and other data submitted electronically prior to acceptance of systems and only required to show information necessary for evaluation and coordination with other work.
 - 3. Project Shop Drawings: Drawings and other data illustrating materials and assemblies proposed for the Project.
 - 4. Coordination Drawings: Original electronic drawings prepared by the Trades to investigate conflicts and coordinate locations of each with the work of the other.

- C. Identification: All shop drawings, samples and product data shall be identified by the project title, Construction Manager's name, the Architect's name and the Architect's project number or numbers.

1.3 ELECTRONIC SUBMITTAL PROCEDURES

A. Summary:

1. Shop drawing and product data submittals shall be transmitted to the Construction Manager in electronic (PDF) format using Submittal Exchange, a website service designed specifically for transmitting submittals between construction team members.
2. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.
3. Physical samples (color samples, color charts, physical material samples, etc.) will be accompanied by an electronic transmittal processed through Submittal Exchange. Refer to Paragraph 1.4E for additional information.

B. Procedures:

1. Submittal Preparation –Subcontractors and Suppliers may use any or all of the following options as directed by the Construction Manager.
 - a. Subcontractors and Suppliers provide electronic (PDF) submittals to Contractor via email.
 - b. Subcontractors and Suppliers provide paper submittals to General Contractor who electronically scans and converts to PDF format and submits to the Construction Manager by uploading to Submittal Exchange.
2. Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work.
3. Contractor shall transmit each submittal to Construction Manager using the Submittal Exchange website, www.submittalexchange.com.
4. Construction Manager shall transmit each submittal to the Architect using the Submittal Exchange website, www.submittalexchange.com.
5. Architect / Engineer review comments will be made available on the Submittal Exchange website for downloading. Construction Manager will receive email notice of completed review and send notification to the Contractor.
6. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.
7. Submit electronic copies of reviewed submittals at project closeout for record purposes in accordance with Section 017800 – Closeout Submittals

C. Costs:

1. Cost of data management service (Submittal Exchange) shall be paid for by the Project Owner thru the Construction Manager.
2. At Contractor's option, training is available from Submittal Exchange regarding use of website and PDF submittals. Contact Submittal Exchange at 1-800-714-0024.
3. Internet Service and Equipment Requirements:
 - a. Email address and Internet access at Contractor's main office.
 - b. Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF review software for applying electronic stamps and comments.

1.4 GENERAL REQUIREMENTS FOR ELECTRONIC SUBMITTALS:

- A. Contractor shall transmit each submittal (shop drawings and product data) to the Construction Manager using the Submittal Exchange website, www.submittalexchange.com. Submittals are to be made in the following form.
 1. Shop drawing: Combined together into one pdf file for each assembly.
 2. Product data: Provide product data in individual pdf file.
- B. File naming shall be in the following format. Specification Section Number-consecutive number of submittal for that section Description of file being submitted.
 1. Example: 079200-01 Joint Sealants.pdf.
- C. Contractor shall fill out the TMP Shop Drawing and Sample Transmittal Form found at the end of this Section and include at the beginning of the file. An electronic version of Transmittal Form is available upon request from the Architect, thru the Construction Manager.
- D. Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer / product, dimensions and coordination of information with other parts of the work prior to notifying the Construction Manager that the submittal is read for review.
- E. Physical Samples must be submitted through the Construction Manager and must be accompanied by an electronic (PDF) copy of the completed TMP Shop Drawing and Transmittal Form. Electronic Transmittal Form must be submitted to the Construction Manager using the Submittal Exchange website.

1.5 SCHEDULES

- A. Prepare Shop Drawing Submittal Schedule as required.
- B. Recognize and allow for lead-time required for manufacture, fabrication, delivery to the site, and for review.
- C. Arrange schedule in orderly sequence in compliance with Project Schedule.

- D. Request for approval of materials, systems, substitutions, or for deviations from the Contract Documents shall be submitted according to Section 016000 – “Product Requirements” and shall be Preliminary submittal with allowances for time for review prior to submittal of Product Samples or Project Shop Drawings.

1.6 SAMPLES - GENERAL

- A. Samples in general, are required for all materials that form an exposed part of the finished Project. Samples of concealed components are not required unless specifically called for.
- B. Typical Samples shall be taken from production run material and shall be representative examples of proposed quality and finish.
- C. Preliminary Samples shall, as far as possible, anticipate the quality and finish of production run material.
- D. Samples will be retained at the job site for comparison purposes. Samples of manufactured items will be returned to the Contractor for installation in the Work after approval of materials. Use in locations where directed.
- E. All materials in the completed installation shall be equal in every respect to the approved product samples and within the limits defined by the approved range samples.

1.7 SAMPLES SUBMITTALS

- A. Size and quantity, unless otherwise specified: Four (4) each; 8 inches by 12 inches, or 12 inches long, as applicable; not over one inch thick for masonry or cementitious materials.
- B. Preliminary or Range Samples shall be resubmitted as directed until an acceptable Sample or Range is established, at which time Project Samples shall be submitted.
- C. Furnish Samples to other trades where required to match color or finish.
- D. Required Samples are scheduled or are listed in the Trade Sections. Optional Samples will be accepted and reviewed by the Architect.
- E. Review will be for shape and appearance only. Physical and chemical properties shall be established by adequate documentation that shall accompany samples.
- F. In all cases where preliminary approval samples have been submitted, final production run, or in-place installation samples will be required for verification.
- G. Notify Construction Manager and Architect in advance and obtain directions for place and time to ship large, heavy or bulky samples. Ship such samples "Prepaid." If return is requested, they will be returned "Collect."

1.8 SHOP DRAWINGS AND PRODUCT DATA - GENERAL

- A. Shop Drawings shall be prepared by a qualified detailer and shall be complete including erection diagrams and shall show the fabrication and construction of all items required for complete assembly.

- B. Provide pertinent information relating to installation and connection to work of other trades, and coordinate with work of other trades as required for proper placing, anchorage and support of the work. Indicate in detail, the precise location and spacing of all embedded anchor bolts, sleeves and other features required to be placed in the concrete, structural steel or masonry or otherwise required to be built into the structure.
- C. Identify details by reference to the Contract Drawings, other Shop Drawings or other information as required to properly identify and locate the portion of the Work covered.
- D. Indicate on the Drawings and explain by covering letter all proposed deviations from the requirements of the Contract Documents.
- E. Manufacturer's Standard Documents:
 - 1. Drawings and similar documents provide in PDF version from original documents: Modify drawings to delete information which is not applicable to the Project, provide additional information where required and submit electronically.
 - 2. Brochures and other pre-printed data, clearly mark PDF information as follows:
 - a. Identify pertinent material, product, and model.
 - b. Number or otherwise reference each item to applicable Contract Document or other Shop Drawing.
 - c. Show dimensions and clearances required.
 - d. Provide all other information required for Shop Drawings including, where applicable, wiring diagrams and controls.
 - e. Delete all options, or variations from the Contract Documents, except where such items are specifically noted as proposed deviations.
- F. Where proper installation of the work requires that other work be set to special detail, held to tolerance, or dimension be established, so indicate on the Shop Drawings.
- G. Where items must fit spaces previously constructed, take measurements at the site, not from drawings.
- H. Where applicable, indicate mechanical and electrical characteristics of, or required to be provided for, the material shown on the Shop Drawings.
- I. Each shop drawing or coordination drawing shall have a blank area (5 x 8 inches), located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of drawing
 - 2. Date of drawing or revision
 - 3. Name or project building or facility
 - 4. Name of Contractor and (if appropriate) name of Subcontractor submitting drawings.
 - 5. Clear identity of contents and location of the work.
 - 6. Project title and contract number.

7. Initials or party preparing drawings.
8. Signature of party responsible and, where applicable, professional engineers seal.

1.9 SHOP DRAWINGS - TYPES

A. Preliminary Shop Drawings:

1. Preliminary Shop Drawings shall be provided for portions of the Work where interpretations or variations from the Contract Documents are proposed, or otherwise required.

B. Project Shop Drawings:

1. Project Shop Drawings shall show all changes to building details to coordinate with required modifications and indicate approval by other trades for required modifications to their work.
2. Where Shop Drawings are based on the use of a particular material, such material shall be submitted for review independently of the Shop Drawing.
3. When Shop Drawings are submitted in the form of brochures indicate all current variations from the information in effect at time documents were issued for bids.

C. Coordination Drawings: Comply with all requirements of Section 013100.

1.10 DELEGATED-DESIGN SUBMITTALS

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 the Architect thru the Construction Manager.

B. Shop Drawings: Submit shop drawings for each component of work identified, signed and sealed by the qualified professional engineer responsible for their preparation licensed in the State of Michigan.

C. Engineering Analysis: Submit comprehensive engineering analysis for each component of work identified, signed and sealed by the qualified professional engineer responsible for their preparation licensed in the State of Michigan.

1. 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.

D. Product Data: Submit product data for each product and system specifically assigned to the Contractor to be designed or certified by a design professional, signed and sealed by the responsible 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 to certify the product.
- E. Submittals: Shop drawings, engineering analysis, product data and other required submittals will be digitally signed and sealed and submitted electronically. The design professional's seal, license number, and signature shall be clear and legible and shall appear on each shop drawing sheet, each product data coversheet, and engineering analysis coversheet.

1.11 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall obtain, review, stamp with his approval and submit for review all Shop Drawings and Samples required by the Contract Documents. The Contractor shall be required to utilize the "Shop Drawing Transmittal Form attached to this section. Submittal materials for only one (1) specification section trade shall be submitted per each transmittal form. Do not combine submittals for multiple specification sections on one transmittal form. Use a separate transmittal form for each specification section.
- B. By approving and submitting Shop Drawings and Samples, the Contractor thereby represents that he has determined and verified all field measurements and field construction criteria at the site, and all materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each Shop Drawing and Sample with the requirements of the work and of the Work and of the Contract Documents.
- C. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Owner's, Construction Manager's, or the Architect's acceptance of Shop Drawings, Product Data or Samples, unless the Contractor has informed the Owner, Construction Manager and the Architect, in writing, of such deviation at the time of submission and the Architect has given written acceptance to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the acceptance thereof.
- D. The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data or Samples to revisions other than those requested on previous submittals.
- E. No portion of the Work requiring submission of Shop Drawings, Product Data or Sample shall be commenced until the submittal has been accepted as provided herein. All such portions of the Work shall be in accordance with accepted submittals.

1.12 ARCHITECT'S REVIEW

- A. The Architect will complete review of Shop Drawings within fifteen (15) working days, and of Samples within twenty-one (21) working days of receipt thereof except that:
 1. Shorter time limits will be negotiated on a basis of need for each specific case for "fast track" or critical path items.
 2. With respect to those areas with special architectural finishes and coordination of various material sources the parties shall agree upon a mutually satisfactory time schedule.
 3. Review time will be considered as starting when Drawings and Samples are substantially correct and so submitted.

4. Incomplete or incorrect submittals will be returned without review, for proper submission.
- B. Shop Drawings, Samples and Product Data will be reviewed only for conformance with the design concept, compliance with the information given in the Contract Documents, arrangement and appearance. Deviations from the Contract Documents will be noted with comments and required corrections or changes will be noted on the returned submittal.
- C. Delegated Design Submittals will be reviewed only for conformance with the general design concept, compliance with performance and design criteria, and for loads transmitted to the building structure. Engineering analysis and calculations will not be reviewed and will be retained for record only. The Contractor is responsible for the design and performance of the delegated design systems and components. The review of a delegated design submittal shall not relieve the Contractor of the responsibility for proper and safe design.
- D. Contractor will be notified through the data management service when review is completed.
- E. Architect will retain electronic file of Product Data and A-E "mark-ups" or corrections of mark-ups.
- F. The Architect will **not** accept physical copies (hard copies) of shop drawings or product data submittals. Physical submittals will be accepted for Samples only. Physical Samples must be submitted through the Construction Manager and must be accompanied by an electronic (PDF) copy of the completed TMP Shop Drawing and Sample Transmittal Form.
- G. One sample from each set will be returned to the Contractor, one filed at the office of the Architect, one at the office of the Construction Manager or and one at the jobsite. If the Contractor intends that samples such as hardware or fixtures be installed on the project or returned at completion of the Project, he shall indicate at time of submittal, otherwise the Owner, Construction Manager and the Architect assume no responsibility for protection or return of such samples.

1.13 EQUIPMENT ROOM LAYOUT DRAWINGS

- A. The Contractor shall prepare and submit equipment room layout drawings as required by the technical specifications and additionally for areas where equipment proposed for use could present interface or space difficulties. Such drawings shall be prepared in the same manner as coordination drawings.

1.14 MATERIALS, EQUIPMENT AND FIXTURE LISTS

- A. Where required by the Technical Provisions, lists of materials, equipment and fixtures shall be submitted by the Contractor. The lists shall be supported by sufficient descriptive material, such as catalogs, cuts, diagrams, and other data published by the manufacturer, as well as evidence of compliance with safety and performance standards, to demonstrate conformance to the specification requirements; catalog numbers alone will not be acceptable.
- B. The data shall include the name and address of the nearest service and maintenance organization that regularly stocks repair parts. No consideration will be given to partial lists submitted from time to time.

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- C. Materials, equipment and fixtures will not be approved for use at capacity ratings in excess of manufacturer's published data.
- D. Approval of materials and equipment will be tentative subject to submission of complete shop drawings indicating compliance with the Contract Documents.

** END OF SECTION**

TMP SHOP DRAWING AND SAMPLE TRANSMITTAL FORM

CONTRACTOR/CONST. MANAGER: _____ _____ _____	PROJECT TITLE AND LOCATION: _____ _____ _____	DATE SUBMITTED: _____ CHECKER: _____ TMP PROJECT NO. _____	NEW _____ RESUB. _____ RESUB. NO. _____	SUB. NO. _____ RESUB. NO. _____
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SPEC SECTION NO.	NO. PRINT	NO. SEPL	NO. CAT.	NO. SAMPLES	SUBCONTRACTOR/MFR.	ITEM DESCRIPTION	*ACTION CODE	DATE CHECKED	DATE RETURNED	NO. COPIES

The undersigned certifies that the above submitted items have been reviewed in detail and are correct and in strict conformance with the contract documents except as otherwise noted. NOTE: Approval of items submitted does not relieve contractor from complying with all requirements of the contract documents.	* ACTION DEFINITION R = REVIEWED – NO EXCEPTIONS NOTED RN = REVIEWED WITH CORRECTIONS NOTED RR = REVISE AND SEND RECORD COPY X = NOT APPROVED – RESUBMIT NA = NO ACTION REQ'D
CONTRACTOR'S COMMENTS: ARCHITECT'S COMMENTS:	_____ CONTRACTOR'S NAME _____ SIGNATURE cc: Owner Consultant

ABBREVIATIONS

PART 1 - GENERAL

1.1 The following is a list of abbreviations utilized throughout the Contract Documents.

A	B	C
ABV.	Above	CAB.
A.F.F.	Above Finish Floor	C.U.H.
ABR.	Abrasive	CAP.
ABS.	Absorbing	CPT.
ACC.	Access	CSMT.
A.C.C.	Air Cooled Condenser	CSWRK.
ACC.PNL.	Access Panel	CSG.
A.V.	Acid Vent	C.I.
A.W.	Acid Waste	C.I.F.
AC.	Acoustic/Acoustical	C.I.P.
AC.T.	Acoustic Tile	CSTG.
AC.INSUL.	Acoustical Insulation	CAT.NO.
A.D.A.	Americans with Disability Act.	C.B.
ADD.	Addendum	CLG.
ADDN.	Addition	C.D.
ADDNL.	Additional	CLG.HT.
ADH.	Adhesive	CEM.
ADJ.	Adjacent/ Adjustable	CEM.PLAS.
AGGR.	Aggregate	CTR.
A.C.B.	Air Circuit Breaker	C.L.
A/C	Air Conditioning	C/C
A.C.	Air Conditioner	CER.
A.C.C.	Air Conditioning Compressor	CER.T.
A.C.U.	Air Conditioning Unit	CBD.
A.H.U.	Air Handling Unit	CHAM.
ALT.	Alternate	CHG.
ALUM./AL.	Aluminum	C/CHAN.
AMT.	Amount	CHKD. PL.
AMP.	Amphere	CH.W.R.
AMPL.	Amplifier	CH.W.S.
ANCH.	Anchor/Anchorage	CHD.
A.B.	Anchor Bolt	CIRCUM.
&	And	CIR.
L/AN.	Angleg	CIRC.
ANOD.	Anodized	CIRC.
APT.	Apartment	C.BR.
APR.	Approved	C-
APPR.	Approximate	CL.
ARCH.	Architect	CLRM.
	Architectural	C.O.
A-	Architectural Drawing Number	CLR.
A.T.	Ash Tray	CLR. GL.
ASPH.	Asphalt	CLR. W.GL.
ASSY.	Assembly	COEF.
@	At	C.W.
AUTO.	Automatic	COL.
A.S.R.	Automatic Sprinkler Riser	CO.
AUX.	Auxiliary	COMPT.
AVG.	Average	COMPO.
		C.A.
		COMPR.
		CONC.
		C.M.U.
		Unit
B/B	Back-to-Back	
B.F.P.	Back Flow Preventer	
B.D.D.	Back Draft Damper	
B.F.	Barrier Free	
B.B.R.	Base Board Radiation	
B.PL.	Base Plate	
BSMT.	Basement	
B.	Bath Room	
BM.	Beam	
BRG	Bearing	
BR.	Bedroom	
B.M.	Bench Mark	
BT.	Bent	
BETW.	Between	
BEV.	Bevel	
BIT.	Bituminous	
B.I.	Black-iron	
BLK.	Block	
BD.	Board	
BLR.	Boiler	
BLR.F.	Boiler Feed	
BLR.H.	Boiler House	
B.S.	Both Side	
B.W.	Both Ways	
BOT.	Bottom	
B.O.D.	Bottom of Duct	
B.O.P.	Bottom of Pipe	
BOT.EL.	Bottom Elevation	
BLVD.	Boulevard	
BDRY.	Boundary	
BRKT.	Bracket	
B.HP.	Brake Horsepower	
BR.	Brass	
BRKR.	Breaker	
BRK.	Brick	
B.T.U.	British Thermal Unit	
BRZ.	Bronze	
BLDG.	Building	
B.L.	Building Line	
B.M.S.	Building Management System	
B.U.R.	Built-up Roofing	
BN.	Bullnose	
BLKHD.	Bulkhead	
BULL.	Bulletin	
B.A.	Burglar Alarm	
BUZZ.	Buzzer	

SECTION 014213
ABBREVIATIONS

C.W.R. Condensing Water Return
C.W.S. Condensing Water Supply
COND. Condensate
COND. Conduit
CONF. Conference
CONN. Connect
C.A.V. Constant Air Volume
CONST. Construction
C.J. Control Joint
CONT. Continue/Continuous
CONTR. Contractor
C.P. Control Panel
CONV. Convactor
CNVYR. Conveyor
COR. Corner
C.G. Corner Guard
CORR. Corridor/Corrugated
CPR. Copper
CNTR. Counter
CTSK. Countersink/Countersunk

CRS. Course
COV. Cover
COV.PL. Cover Plate
C.C.T. Cubical Curtain Track
CU.FT. Cubic Feet/Cubic Foot

C.F.M. Cubic Feet Per Minute
C.Y. Cubic Yard
CULV. Culvert
C.D. Cup Dispenser
CYL. Cylinder
CYC. Cycles

D

DMPR. Damper
DMPFG. Dampproofing
D.L. Dead Load
DB. Decibel
D. Deep
DEG. Degree
DMT. Demountable
PARTN. Partition
DEPT. Department
DEPR. Depressed
DES. Design
DET. Detail
D.E.CO. Detroit Edison Co.
DIAG. Diagonal
DGM. Diagram
DIA. Diameter
DIFF. Diffuser
DIM. Dimension
D.R. Dining Room
DIR. Directory
D.D.C. Direct Digital Control
DISC. Disconnect

DISCONT. Discontinuous
DW. Dishwasher
DISP. Dispenser
DIST. Distance
D.P. Distribution Panel
DO. Ditto
DIV. Divider/Division
DR. Door
D.O. Door Opening
DR.OP. Door Operator
DBL. Double
D.A. Double Acting
D.H. Double Hung
DWL. Dowel
DN. Down
D.S. Downspout
D.S.B. Downspout Boot
DRN. Drain
D.T. Drain Tile
D.T.C. Drain Tile Connector
DWR. Drawer
DWG. Drawing
D.F. Drinking Fountain
D.B. Dry Bulb
D.S.P. Dry Stand Pipe
DBWTR. Dumbwaiter
DUP. Duplicate
D.DR. Dutch Door

E

EA. Each
E.F. Each Face
E.W. Each Way
E. East
ELAST. Elastomeric
FLASH. Flashing
ELAST W.P. Elastomeric Waterproofing
E.S.R. Elastomeric Sheet Roofing
E.D.H. Electric Duct Heater
ELEC. Electric/Electrical
ELEC. CL. Electric Closet
ELEC.CAB. Electrical Cabinet
E.C. Electrical Contractor
E- Electrical Drawing Number
E.P. Electrical Panel
E.R.P. Electric Radiant Panel
E.U.H. Electric Unit Heater
EWC. Electric Water Cooler
E.W.H. Electric Water Heater
ELEC.OPER. Electrically Operated
EL. Elevation
ELEV. Elevator
EMERG. Emergency
ENCL. Enclosure
ENGR. Engineer

E/E End-to-End
E.A.T. Entering Air Temperature
ENTR. Entrance/Entry
EP. Epoxy
EQ. Equal
EQUIP. Equipment
EQUIV. Equivalent
ESC. Escalator
EST. Estimate
EXC. Excavated
EXH. Exhaust
E.D. Exhaust Duct
E.F. Exhaust Fan
E.G. Exhaust Grille
E.R. Exhaust Register
EXIST. Existing
EXP. Expansion
EXP.B. Expansion Bolt
E.J. Expansion Joint
EXPL.P. Explosion Proof
EXP'D. Exposed
EXT'N. Extension
EXT. Exterior
E.H. Extra Heavy
EXTR. Extruded
E.S.P. External Static Pressure

F

FAB. Fabricated/Fabric
F/F Face-to-face
F. FIN. Factory Finish
F.C.U. Fan Coil Unit
F.S. Far Side
FAS. Fastener
FDR. Feeder
FT. Feet/Foot
F.P.M. Feet Per Minute
FN. Fence
FBD. Fiberboard
FIG. Figure
FIN. Finish/Finished
FIN.FLR/ F.F. Finish Floor
F.T.R. Finned Tube Radiation
F.A. Fire Alarm
F.A.C.P. Fire Alarm Control Panel
F. BRK. Fire Brick
F.D. Fire Damper
F.E. Fire Extinguisher
F.E.C. Fire Extinguisher Cabinet
F.H.C. Fire Hose Cabinet
F.H. Fire Hydrant
F.L. Fire Line
F.R. Fire Retardant/Fire Rated

SECTION 014213
ABBREVIATIONS

F.V.C. Fire Valve Cabinet
 FP. Fireplace
 FPRFG. Fireproofing
 FIXT. Fixture
 FLG. Flange
 FLASH. Flashing
 F.H.M.S. Flat Head Machine
 Screw
 F.H.W.S. Flat Head Wood
 Screw
 F.C. Flexible Connection
 FLR. Floor
 F.CO. Floor Cleanout
 F.D. Floor Drain
 FLR.FIN. Floor Finish
 FLUOR. Fluorescent
 FLDG. Folding
 FTG. Footing
 FMBD. Formboard
 FDN. Foundation
 FR. Frame
 FRMG. Framing
 F.A.I. Fresh Air Intake
 FRZR. Freezer
 F.L.A. Full Load Amperes
 F.S. Full Size
 FURN. Furnish/ Furnished

G

GA. Gauge
 GAL. Gallon
 G.P.H. Gallons Per Hour
 G.P.M. Gallons Per Minute
 GALV. Galvanized
 GALV.I. Galvanized Iron
 G. Gas
 GKT. Gasket
 G.V. & B. Gate Valve And Box
 GA. Gauge
 GEN'L. General
 GL. Glass
 GLZ. Glazing
 G.H.T. Glazed Hollow Tile
 G.B. Grab Bar
 GR. Grade/Grille
 GB. Grade Beam
 GRAT. Grating
 G.L. Grid Line
 GRN. Granite
 G.S. Grease Separator
 G.T. Grease Trap
 GND. Ground
 G.F. Ground Fault
 GT. Grout
 GYP. Gypsum
 GYP.BD. Gypsum Board

H

HNDCP. Handicapped

H.R. Handrail
 H.BD. Hardboard
 HDWE. Hardware
 HDWD. Hardwood
 HD. Head
 HDR. Header
 H.O.A. Hands-Off-Auto
 HD. Head
 H.A.GL. Heat Absorbing
 Glass
 H.R.U. Heat Recovery Unit
 HTR. Heater
 HTG. Heating
 H/V Heating And
 Ventilating
 H.V.A.C. Heating, Ventilating,
 and Air Conditioning
 H.H.W.R. Heating Hot Water
 Return
 H.H.W.S. Heating Hot Water
 Supply
 HGT. Height
 HEX. Hexagon
 H. High
 H.I.D. High Intensity
 Discharge
 H.P. High Point
 H.PR. High Pressure
 H.S. High Strength
 H.S.B. High Strength Bolt
 H.V. High Voltage
 HWY. Highway
 HSTWY. Hoistway
 H.C. Hollow Core
 H.M. Hollow Metal
 HK. Hook
 HORIZ. Horizontal/
 Horizontally
 HP. Horsepower
 H.B. Hose Bibb
 H.S.P. Hose Stand Pipe
 H.V.C. Hose Valve Cabinet
 HOSP. Hospital
 H.W. Hot Water
 H.W.R. Hot Water Return
 H.W.S. Hot Water Supply
 HR. Hour
 H.O. Hub Outlet
 HYD. Hydrant/Hydraulic
 H. Hydrogen

I

I.D. Identification
 INCAND. Incandescent
 IN. or " Inch/ Inches
 INCIN. Incinerator
 INCL. Include/ Including
 I.W. Indirect Waste
 INFO. Information
 I.D. Inside Diameter

I.F. Inside Face
 INST'L. Install/ Installation
 INSUL. Insulate/ Insulation
 I.H. Intake Hood
 INT. Interior
 INTER. Intermediate
 INV. Invert
 I.E. Invert Elevation

J

J.C. Janitor Closet
 JT. Joint
 JST. Joist
 J.B. Junction Box
 JR. Junior

K

K.P. Kick Plate
 KV. Kilovolt
 KV.A. Kilovolt Ampere
 KW. Kilowatt
 K. Kip (1000#)
 KIT. Kitchen
 K.D. Knock Down
 K.O.P. Knock-Out Panel

L

LBL. Label
 LAB. Laboratory
 LAD. Ladder
 L.B. Lag Bolt
 LAM. Laminate/ Laminated
 LDG. Landing
 L- Landscape Drawing
 Number
 LGE. Large
 LDRY. Laundry
 LAV. Lavatory
 L.A.T. Leaving Air
 Temperature
 L.H. Left Hand
 L.H.R.B. Left Hand Reverse
 Bevel
 LGTH. Length
 LEV. Level
 LIB. Library
 LT. Light
 LPRF. Lightproof
 LTG. Lighting
 L.P. Lighting Panel
 L.R.P. Lighting Receptacle
 Panel
 LTWT. Lightweight

SECTION 014213
ABBREVIATIONS

LTWT. Lightweight Concrete
CONC.
LMS. Limestone
LTL. Lintel
L.D. Linear Diffuser
L.C.D. Linear Ceiling
Diffuser
L.F. Linear Feet/Foot
LIQ. Liquid
L.L. Live Load
L.R. Living Room
LOC. Location
LKR. Locker
LG. Long
L.L.H. Long Leg Horizontal
L.L.V. Long Leg Vertical
LVR. Louver
L.O. Louver Opening
L.P. Low Point
L.PR. Low Pressure
LBR. Lumber
LBS. Pounds

M

MACH. Machine
M.B. Machine Bolt
MACH.RM. Machine Room
M.U.A. Make-Up Air
M.A.U. Make-up Air Unit
M.D.P. Main Distribution
Panel
M.S.B. Main Switch Board
MAINT. Maintenance
MH. Manhole
M.V.D. Manual Volume
Damper
MFR. Manufacturer
MAR. Marble
MK. Mark
MAS. Masonry
M.O. Masonry Opening
MATL. Material
MAX. Maximum
MECH. Mechanical
M- Mechanical Drawing
Number
M.C. Medicine Cabinet
MED. Medium
MEMB. Membrane
MET. Metal/ Metallic
M.C.S. Metal Carpet Strip
M.D.S. Metal Divider Strip
M.E.S. Metal Edge Strip
M.L. Metal Lath
M.L.& Metal Lath And
PLAS. Plaster
MET.W.P. Metallic
Waterproofing
MEZZ. Mezzanine

M.D.O.T. Michigan Department
of Transportation
MWK. Millwork
MIN. Minimum
MIR. Mirror
M. & S. Mirror And Shelf
MISC. Miscellaneous
M.I. Miscellaneous Iron
MOD. Model
MON. Monument
M.S. & S. Mop Strip And Shelf
M.O. Motor Operated
M.O.D. Motor Operated
Damper
MLDG. Molding
MTD. Mounted
MTG. Meeting/Mounting
MTD. Mounted
MOV. Moveable
MOV. Moveable Partition
PARTN.
MULL. Mullion
M Thousand
MBH 1000BTU/Hour

N

NAT. Natural
N.S. Near Side
NK. Neck
NEUT. Neutral
N.R.C. Noise Reduction
Coefficient
NOM. Nominal
N.C. Non-Corrosive
NOR. Normal
N.C. Normally Closed
N.O. Normally Open
N North
NOS. Nosing
N.I.C. Not In Contract
N.T.S. Not To Scale
NO. or # Number

O

OBS. Obscure
OBS.GL. Obscure Glass
OFF. Office
O.C. On Center
OPQ. Opaque
OPG. Opening
OPER. Operator
O.B.V.D. Opposed Blade
Volume Damper
OPP. Opposite
OPP.HD Opposite Hand
ORIG. Original
ORN. Ornamental

OZ. Ounce
O/O Out-to-Out
O.A. Outside Air
O.D. Outside Diameter
O.F. Outside Face
O.H.S. Oval Head Screw
OA. Overall
OHD. Overhead
OHD.DR. Overhead Door
OXY. Oxygen

P

PRD. Painted
PR. Pair
PNL. Panel
P.T.D. Paper Towel
Dispenser
P.T.W.R. Paper Towel Waste
Receptacle
PARA. Paragraph
PRL. Parallel
PGK. Parking
P.BD. Particle Board
PRTN. Partition
PASS. Passage
PAT. Patent
PVMT. Pavement
PVG. Paving
PED. Pedestal
PERF. Perforated
PERIM. Perimeter
PERM. Permanent
PERP. Perpendicular
PHOTO. Photograph
P.H. Physically
Handicapped
PC. Piece
PCS. Pieces
PLAS. Plaster
PL.LAM. Plastic Laminate
PL. Plate
PL.GL. Plate Glass
PLAT. Platform
PLBG. Plumbing
PLYWD. Plywood
PT. Point
P.T. Point of Tangency
P.C. Point of Curvature
POL. Polish/ Polished
PVC. Polyvinylchloride
PORC. Porcelain
PORC. Porcelain Enamel
ENAM.
POR. Porous
PORT. Portable
POS. Position
P.I.V. Post Indicator Valve
LBS. or # Pounds
P.L.F. Pounds Per Linear
Foot

SECTION 014213
ABBREVIATIONS

P.S.F. Pounds Per Square Foot
P.S.I. Pounds Per Square Inch
P.C.F. Pounds Per Cubic Foot
P.P. Power Panel
P/C Precast
P.T.C. Precast Terrazzo Receptor
PREFAB. Prefabricated
PFN. Prefinished
P.C.T./C.M. Pressure Control Terminal/Control Module
P.G. Pressure Gauge
P.R.G. Pressure Relief Grille
P.R.V. Pressure Reducing Valve
PRIM. Primary
PROJ. Project/ Projection
PROP. Property/ Proposed
P.L. Property Line
P.A. Public Address
P.S. Purse Shelf
P.B. Push Button

Q

QTY. Quantity
Q.T. Quarry Tile
QTR. Quarter
QTR.RD. Quarter Round

R

RBT. Rabbit
R.C.P. Radiant Ceiling Panel
RAD. or R. Radius
R.W.C. Rain Water Conductor
R.R. Railroad
RECV. Receive/ Receiving
RECPT. Receptacle
R.P. Receptacle Panel
REC. Recess
RECIRC. Recirculation
RECT. Rectangle / Rectangular
RED. Reducer
RWD. Redwood
REF. Refer/Reference
REFL. Reflected/Reflective
REFRIG. Refrigerant
REFR. Refrigerator
REG. Register
RH.C. Reheat Coil
REINF. Reinforce/Reinforcing Reinforcement

R.H. Relief Hood
REM. Remove/ Removable
REP. Repair
REQ'D. Required
RESIL. Resilient
RET. Return
R.A. Return Air
R.A.D. Return Air Duct
R.A.F. Return Air Fan
REV. Revised/Revision
R.P.M. Revolutions Per Minute
R. Riser
R.H. Right Hand
R.H.R.B. Right Hand Reverse Bevel
R.O.W. Right Of Way
RVT. Rivet
RD. Road
R.S.C. Rolling Steel Curtain
RF. Roof
R.C. Roof Conductor
R.D. Roof Drain
RF.H. Roof Hatch
R.T.U. Roof Top Unit
R.S. Roof Sump
R.V. Roof Ventilator
RFG. Roofing
R.W.C. Rain Water Conductor

RM. Room
R.O. Rough Opening
RND. or O Round
R.H.M.S. Round Head Machine Screw
R.H.W.S. Round Head Wood Screw
R.T. Rubber Tile

S

SAN. Sanitary
S.N.D. Sanitary Napkin Dispenser
S.N.R. Sanitary Napkin Receptacle
SCHED. Schedule
SCN. Screen
STG. Seating
SECT. Section
SERV. Service
S.S. Service Sink
SHTHG. Sheathing
SHT. Sheet
SHT.MET. Sheet Metal
SH. & P. Shelf And Pole
SHWR. Shower
S.C.R. Shower Curtain Rod
S.DR. Shower Door
SW. Sidewalk
SIM. Similar

SGL. Single
SK. Sink
S.D. Soap Dispenser
S.C. Solid Core
S.T.C. Sound Transmission Class
S. South
SP. Space
SPR. Spare
SPKR. Speaker
SPEC. Specifications
S.D. Splitter Damper
SPRYD. Sprayed
SPKLR. Sprinkler
SQ. Square
S.F. Square Feet/ Square Foot

STAG. Staggered
ST.STL. Stainless Steel
STD. Standard
SP. Standpipe
S.P. Static Pressure
STA. Station
STM. Steam
STL. Steel
STL.PL. Steel Plate
STIFF. Stiffener
STO.FR. Storefront
STOR. Storage
ST. Storm
STR. Straight
ST. Street
STRUCT. Structural Drawing Number
S.G.F.T. Structural Glazed Facing Tile
S.STL. Structural Steel
SS.D. Subsoil Drain
SS.D.C. Subsoil Drain Connection

SUB. Substation
S.A.G. Supply Air Grille
S.D. Supply Diffuser/ Duct
SUBST. Substitute
S.A.R. Supply Air Register
S.F. Supply Fan
S.A. Supply Air
S.A.D. Supply Air Diffuser
SUPP. Support
SURF. Surface/Surfacing
SUSP. Suspend/Suspension
SW. Switch
SWBD. Switchboard
SWGR. Switchgear
SYM. Symbol/Symmetrical
SYS. System

T

T.BD. Tackboard
TAN. Tangent
TECH. Technical

SECTION 014213
ABBREVIATIONS

TEL.	Telephone	U.O.N.	Unless Otherwise Noted	W	West
TEL.CAB.	Telephone Cabinet			W.B.	Wet Bulb
TV	Television	U.S.A.	Untempered Supply Air	W.	Wide/Width
TV.M.	Television Monitor			W-x-	Wide Flange Section
TEMP.	Temperature	UR.	Urinal	WT	Wide Flange Tee Section
TEMP.GL.	Tempered Glass				
T.W.	Tempered Water			W.O.	Window Opening
T.U.	Terminal Unit		V	W.GL.	Wire Glass
TERR.	Terrazzo			W.M.	Wire Mesh
T.B.	Test Boring			W/	With
T.	Thermostat	VAC.	Vacuum	W/O	Without
THK.	Thick/Thickness	V.B.	Vacuum Breaker	WD.	Wood
T.S.	Thickened Slab	V.C.O.	Vacuum Cleaner Outlet	W.L.	Working Line
M (1000)	Thousand	V.BARR.	Vapor Barrier	W.PT.	Working Point
K (KIP)	Thousand Pounds	VAR.	Variable	W.I.	Wrought Iron
THD.	Thread/Threaded	V.A.V.	Variable Air Volume		
THRESH.	Threshold	VARN.	Varnish		Y
THRU.	Through	VNR	Veneer		
T.	Tile	V. PLAS.	Veneer Plaster		
T./TOIL.	Toilet	V.	Vent	YD.	Yard
T.P.D.	Toilet Paper Dispenser	V.T.R	Vent Thru Roof	Y.P.	Yield Point
		VENT.	Ventilate/ Ventilation	Y.S.	Yield Strength
T.P.H.	Toilet Paper Holder	V.I.F.	Verify In Field	YR.	Year
T & G	Tongue And Groove	VS.	Versus		
T & B	Top & Bottom	VERT.	Vertical/Vertically		Z
T/C	Top Of Cover/Curb	VERT.C.	Vertical Curve		
T/EL.	Top Elevation	VEST.	Vestibule		
T/F	Top Of Footing	V.I.	Vibration Isolator		
T/M	Top Of Masonry	VNY.	Vinyl	Z.C.	Zinc-Coated
T/P	To Of Pavement	V.C.T.	Vinyl Composition Tile		
T/R	Top of Rail	VIN.FAB.	Vinyl Fabric		
T/R	Top of Rim	V.R.S.	Vinyl Reducer Strip		
T/S	Top of Steel	VIT.	Vitreous		
T/W	Top of Wall	V.C.P.	Vitrified Clay Pipe		
T.B.	Towel Bar	VOL.	Volume		
T.D.	Towel Dispenser	V.D.	Volume Damper		
T.D. & W.R.	Towel Dispenser & Waste Receptacle	V	Volts		
T.G.	Transfer Grille				
TRFR.	Transformer				
TRAN.	Transom				
T	Tread		W		
T.D.	Trench Drain				
T.S.	Tube Section				
T.V.	Turning Vane	WAINS.	Wainscot		
T.T.	Twin Tee	W.CAB.	Wall Cabinet		
TYP.	Typical	W.CO.	Wall Cleanout		
		W.H.	Wall Hydrant		
		W/W	Wall-to-wall		
		W.V.	Wall Vent		
	U	WHSE.	Warehouse		
		W.F.	Wash Fountain		
		W.	Waste/Watts		
		W & V	Waste And Vent		
		W.R.	Waste Receptacle		
		W.C.	Water Closet		
		W.G.	Water Gauge		
		W.H.	Water Heater		
		WP.	Waterproofing		
		W.P.	Weatherproof		
		W.STPG.	Weatherstripping		
		WT.	Weight		
		W.W.F	Welded Wire Fabric		
U.C.	Undercut				
U.G.	Underground				
U.L.	Underwriters' Laboratories, Inc.				
ULT.	Ultimate				
UNFIN.	Unfinished				
U.H.	Unit Heater				
U.SUB.	Unit Substation				
U.V.	Unit Ventilator				
U.S.G.S.	United States Geological Survey				

STANDARDS AND DEFINITIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. Specified Herein: Standards and Definitions
Definitions
Specification Content
Quality Standard of the Industry

1.2 DEFINITIONS

- A. Certain terms used in the Contract Documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of the Contract Documents.
- B. Indicated: A cross-reference to details, notes or schedules on the drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
- C. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
- D. Install: Perform operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.
- E. Provide: Furnish and install, complete and ready for intended use, as applicable in each instance.
- F. Installer: The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in operations they are engaged to perform.

1.3 FORMAT AND SPECIFICATION EXPLANATIONS

- A. Specification Production: None of these explanations will be interpreted to modify substance of requirements. Portions of these Specifications have been produced by Architect's/Engineer's standard methods of editing master Specifications, and may contain minor deviations from traditional writing formats. Such deviations are a normal result of this production technique, and no other meaning will be implied or permitted.
- B. Format Explanation: The format of principal portions of these Specifications can be described as follows; although other portions may not fully comply and no particular significance will be attached to such compliance or non-compliance:

1. Sections and Divisions: For convenience, basic unit of Specification text is a "section", each unit of which is named and numbered. These are organized into related families of sections, and various families of sections are organized into "divisions", which are recognized as the present industry-consensus on uniform organization and sequencing of Specifications. The section title is not intended to limit meaning or content of section, nor to be fully descriptive of requirements specified therein, nor to be an integral part of text.
2. Each section of specifications has been subdivided into 3 (or less) "parts" for uniformity and convenience (Part 1 - General, Part 2 - Products, and Part 3 - Execution). These do not limit the meaning of and are not an integral part of text which specifies requirements.
3. Imperative Language: Requirements expressed imperatively shall be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
4. Section Numbering: Used to facilitate cross-reference in Contract Documents. Sections are placed in Project Manual in numeric sequence; however, numbering sequence is not complete, and listing of sections at beginning of project Manual must be consulted to determine numbers and names of specification sections in the Contract Documents.
5. Page Numbering: Numbered independently for each section; recorded in listing of sections (Index or Table of Contents) in Project Manual. Section number is shown with page number at bottom of each page, to facilitate location of text in Project Manual.

1.4 SPECIFICATION CONTENT

- A. Specifying Methods: The techniques or methods of specifying to record requirements varies throughout text, and may include "prescriptive", "open generic-descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit or work.
- B. Overlapping and Conflicting Requirements: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of these different standards or requirements establishes different or conflicting minimums of levels of quality, most stringent requirement (which is generally recognized to be also most costly) is intended and will be enforced, unless specifically detailed language written into the Contract Documents (not by way of reference to an industry standard) clearly indicated that a less stringent requirement is to be fulfilled. Refer apparently equal but different requirements, and uncertainties as to which level of quality is more stringent, to Architect for a decision before proceeding.
 1. Contractor's Options: Except for overlapping or conflicting requirements, where more than one set of requirements are specified for a particular unit of work, option is intended to be Contractor's regardless of whether specifically indicated as such.
- C. Specified Quality Standards: The fact that a specified product or model number is in conflict with specified quality requirements such as "concealed fasteners" or "special colors" such specification shall be construed to mean that acceptance is contingent upon manufacturer or fabricator modifying the product to comply with the Specifications.

- D. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or a appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.
- E. Specialists; Assignments: In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment or entire set of requirements remains with Contractor.
- F. Abbreviations: The language or Specifications and other Contract Documents is of the abbreviated type in certain instances, and implies word and meanings which will be appropriately interpreted. Actual work abbreviations of a self-explanatory nature have been included in the text. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of Specification requirements with notations on drawings and in schedules. These are frequently defined in sections at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract Documents so indicates.

1.5 QUALITY STANDARDS OF THE INDUSTRY

- A. General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of Contract Documents by reference) as if copied directly into Contract Documents, or as if published copies were bound herewith.
 - 1. Reference standards (referenced directly in Contract Documents or by governing regulations) have precedence over non-referenced standards.
 - 2. Non-referenced standards have no particular applicability except as a measure of compliance with standards recognized in construction industry.
- B. Copies of Standards:
 - 1. Where copies of standards are needed for proper performance of the work, the Contractor is required to obtain such copies directly from the publication source.
 - 2. The Architect reserves the right to reasonably require the Contractor to submit, or maintain at the jobsite, copies of all applicable standards as needed for enforcement of the requirements.
- C. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of Contract Documents.
- D. Abbreviations and Names: Acronyms or abbreviations used in Contract Documents mean the industry recognized name applicable to context of text provision.

1.6 DRAWINGS, DETAILS, SCHEDULES

- A. Large scale details are provided to show arrangement, attachment, and otherwise indicate relationships of component materials and for purposes of clarify often do not show all materials. The fact that a material is, or is not indicated on such details shall not act to relieve the Contractor of responsibility for providing a specified item.
- B. Schedules are provided for convenience of reference only. In the event of an omission or conflict between schedules and other documents, the more restrictive document shall govern as directed by the Architect.

1.7 CODES AND STANDARDS

- A. Comply with latest revisions to date of all Governing Codes and with all other legal provisions relating to the Work. Other standards and references shall be current edition as of date of issue of Bidding Documents.
- B. Conform to all laws, ordinances and regulations affecting the erection, sequence of erection, and completion of the whole or any part of the work; and conform to the requirements of the Owner and of public authorities having lawful or customary jurisdiction.
- C. These requirements shall take precedence over the Contract Documents except where the Contract Documents require higher standards also acceptable to the authorities.

1.8 PERMITS, CODES, ORDINANCES AND NOTICES

- A. See General Conditions for permits.
- B. Obtain and keep available at the job, copy of building ordinances pertinent to the work.
- C. Inform the Owner and the Architect, in writing, of the manner and time in which each of the requirements of the General Conditions concerning permits are complied with.
- D. Make all necessary arrangements and obtain permits for blockage of streets and for all interference with the public right of way.
- E. Special Inspections: All special inspections required to be made under provisions by building code of utility company regulations shall be arranged and paid for by the Contractor whose work requires such inspection.

END OF SECTION

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. DRAWINGS AND GENERAL PROVISIONS of Contract, including General and Supplementary Conditions and other Division 01 Specification sections, apply to work of this section.

1.2 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if presented to the Architect at least 10 days in advance of bid due date.
1. Identify the product, or the fabrication to be replaced in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 - e. A Statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including all related costs under this Contract and excluding Architect's redesign costs, net change, if any, in the Contract Sum, and waiving all claims for additional costs related to the substitution which subsequently became apparent.
 - g. Certification by the Contractor that the substitution proposed is appropriate in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated. Include the Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
- B. Product Presentation: Conduct a presentation at the Architect's office if required by the Architect to prove appropriateness to the specified product.
- C. Architect's Action: Within one (1) week of receipt of Bids, the Architect may request additional information or documentation necessary for evaluation of the request. Within two (2) weeks of receipt of the request, or one (1) week of receipt of the additional information or documentation, whichever is later, the Architect will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute is not made or obtained within the time allocated, use the product specified by name. If acceptance is made prior to award, it will be included in the Contract Amount. If acceptance is made after Award, it will be in the form of a Change Order.

1.3 GENERAL REQUIREMENTS FOR SUBSTITUTIONS

A. Substitutions During Bidding:

1. Substitutions shall be included in the proposal under the following conditions only and shall follow all requirements of "Acceptance of Substitutions."
 - a. When the Contractor is unable to obtain competitive prices from more than one of the specified manufacturers.
 - b. When the Contractor knows of another product of equal or better quality and performance.
 - c. When the Contractor has had unsatisfactory experience with one or more of the specified products or has reason to believe that the specified Manufacturer will not provide the necessary guarantees or assume responsibility for performance.

B. Substitutions After Contract:

1. Substitutions proposed after Award of the contract will only be considered for the following reasons.
2. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or separate Contractors, and similar considerations.

C. Acceptance of Substitutions:

1. Substitutions will be considered for any manufacturer except those followed by the words "No Substitutions" in the Specifications.
2. In all cases where substitutions are proposed by the Contractor, it shall be the sole responsibility of the Contractor to provide adequate data and samples as required by the Architect to evaluate the substitution.
3. The Architect shall not be obliged to justify his reason for rejecting a proposed substitution.
4. In the event that a substitution is accepted conditionally on the Contractor's agreement to assume full responsibility for equality and performance, the Contract shall provide a full value warranty and agree to make good all damages resulting from the failure of the substitute product.

1.4 ACCEPTANCE OF MATERIALS AND MANUFACTURERS

A. Standard Materials:

1. Architect's acceptance applies to the Manufacturer only and shall not act to permit any deviation from other requirements of the Specifications.
2. Acceptance will be based on the Manufacturer's specifications at time of issuance of Bidding Documents. Deviations from such specifications shall be considered as a substitution.

3. Requests for acceptance shall be in tabular form stating Specification paragraph and material selected, except as otherwise provided.
 4. Shop Drawings shall not indicate any material for which acceptance has not been received, unless accompanied by a separate request for approval. In no case shall Architect's review and return of Shop Drawings constitute and acceptance of either specified or substitute manufacturers or materials.
- B. Materials Involving Supplementary Warranty of Maintenance Contract:
1. These materials shall be submitted as a request for acceptance over the signature of a qualified technical representative in the direct employ of the Manufacturer of such other person as the manufacturer may authorize in writing. Request for acceptance shall contain the following information.
 - a. Name of project.
 - b. Name of Contractor, Subcontractor or other party to whom material is furnished.
 - c. Reference to Specification Section and Article where material is specified and other Contract Documents necessary for identification.
 - d. Statement of acceptance of documents, conditions, and performance requirements:
 - 1) Statement that documents as issued are in accordance with manufacturer's recommendations for use of specified materials, or
 - 2) Recommended modification of detail, use, application or for substitution of different product by same manufacturer as being more suitable for the performance requirements of the warranty.
 - e. Statement that detailed installation instructions will be provided.
 - f. Extent of job site technical services, consultants or instructors proposed, if any.
 - g. Statement that warranty will be provided.
 - h. Special provisions required to keep warranty in force.
 2. Requests for acceptance may be in the form of a letter including the above items and addressed to the subcontractor responsible for installation of the material, or may be according to a sample form of Material Proposal, provided by the Architect.
 3. Upon receipt of the manufacturer's proposal, the subcontractor shall add his own statement agreeing to comply with the manufacturer's requirements and warranting his own workmanship.
 4. The Contractor shall submit letter of endorsement of copies of all documents, including letters of comment, to the Architect for approval. In the event that the request for approval recommends a change in the work, modification of detail, or substitution of material, the Contractor shall indicate his concurrence with the change as being within the scope of the Contract or indicate the change in the Contract Sum for making such change, or state his objections to the change.

END OF SECTION

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Specified Herein: General Requirements for standards of construction operations and procedures of a repetitive or general nature.

1.2 MANUFACTURER'S REVIEW

- A. Manufacturer's review of documents and conditions of use is a statement by the manufacturer or a representative or agent thereof that it has reviewed the documents pertaining to the work and verified the proposed use of the material including details and instructions for applications or installation, is suitable for the intended purpose, and under similar conditions of use.
- B. Obtain and submit a statement from the manufacturer indicating that they have no objection to the proposed details or method of installation, and that instructions for applications or installation are in conformance with manufacturer's recommendations. Statement shall include any additional precautions or protective measures which should be taken.
- C. Manufacturer's review shall recognize adjacent materials and state if there is, in its opinion, a serious question of compatibility including possibility of damage to other materials, or damage to the material or assembly by other materials. Such conditions shall be reconsidered and adjustments made, previous approvals notwithstanding.

1.3 APPROVED APPLICATOR

- A. An approved applicator or installer is one whom the manufacturer has reason to believe is experienced and qualified in the work and is familiar with the product and with the manufacturer's recommendations for use and installation.
- B. Obtain and submit a statement from the manufacturer that the proposed applicator or installer is approved and indicate whether or not this approval is subject to review and observation of the work by the manufacturer's representative.
- C. Manufacturer shall not approve an installer or applicator if, because of past history of performance or other reasons, there is a reasonable doubt that it can be relied upon to perform in accordance with the Contract Documents.
- D. Upon completion of the work, manufacturer shall certify that approved material in the proper quantities have been delivered to the approved applicator for use on the Project.
- E. In the event that manufacturer declines to approve proposed applicator, submit a statement as to whether or not on-site instruction or manufacturer's supervision is recommended.

1.4 MATERIAL HANDLING, STORAGE AND DELIVERY

- A. Where applicable, deliver all packaged materials to the site in manufacturer's original unopened containers.

- B. Properly pack all materials in appropriate containers for shipment. Identify contents with piece marks referenced to shop drawings and as far as possible in some sequence as erection. Provide packing, wrapping and other protection as required to insure satisfactory condition of materials and finishes at time of erection.
- C. Inspection and acceptance will be made on the basis of materials as delivered to the job site.
- D. Provide adequate quantities to allow for damage and breakage during shipment and delivery and for replacement of all materials damaged prior to final acceptance. All such replacement of damaged materials shall be at no additional cost to the Owner.
- E. Store materials and equipment that is subject to degradation by outside exposure in a weathertight enclosure.

1.5 MIXING, THINNING AND STORAGE

- A. Store and mix paints only in areas designated, and provide proper protection for walls and floors.
- B. Mix and thin paints in strict accordance with recommendations of the manufacturer.
- C. Deliver and store paints and flammable materials in the manufacturer's original unopened containers, as far as practicable. Keep partially used materials in tightly closed containers.
- D. Do not store oil or paint soaked rags inside the building. Do not store materials in any room containing a direct fired heating unit.

1.6 ON SITE INSTRUCTION

- A. On-site instruction shall consist of inspection and instruction performed by a qualified representative of the manufacturer.
- B. Obtain and submit a statement from the manufacturer that its authorized representative will provide the specified inspection and instruction and submit a record of the date on which specified services were provided.
- C. Service shall consist of:
 - 1. Preliminary inspection of substrates and all other conditions that would affect the performance of the work.
 - 2. Give notice of all unacceptable conditions and recommend remedial action.
 - 3. Recommend proper procedures for conditions as encountered at the site.
 - 4. Verify that workers are qualified and have received proper instructions.

1.7 MANUFACTURER'S SUPERVISION

- A. Manufacturer's supervision, in addition to all services specified for on- site instruction, consists of continuing inspection and verification that the work has been performed in accordance with the Contract.
- B. Obtain and submit a statement from the manufacturer that complete supervision will be provided.

- C. Where supervision is specified, all costs shall be included in the Base Bid. Where supervision is recommended as a modification, submit a proposal indicating the extent and additional cost, if any, of such service.
- D. Upon completion submit a report giving dates of inspections and include pertinent information as applicable to the particular trade such a procedures, coats, coverages, tests as necessary to verify conformance and certify that the proper types and quantities of materials were installed.

1.8 WORKMANSHIP

- A. Employ skilled mechanics and fabricate all work in the best and most workman-like manner and in strict accordance with the detail drawings, by fabricating contractors regularly engaged in the particular type or work.
- B. Conform to the acceptable fabrication and erection standards of the manufacturer and to the applicable rulings of Code Authorities.

1.9 FABRICATION

- A. Fabricate and install all items plumb, true, straight, square, level and in proper elevations, plane, locations and alignment with other work. Design all work for adjustment to field connection, fitted with proper joints and intersections, adequately anchored in place. Complete work in every detail.
- B. Design and anchor work so that work will not be distorted not fasteners overstressed from expansion and contraction due to temperature change.
- C. All fasteners for exposed surface where not otherwise indicated shall be concealed.
- D. Fabricated Items:
 - 1. Model numbers of Manufacturers as listed herein are intended to indicate design and detail for each item. Variations affecting function or appearance will not be accepted.
 - 2. Identifying Markings: Where the manufacturer's name, patent number, model number or similar identifying marks are required, locate such markings in as inconspicuous as possible location. In no case will such marks be acceptable as part of the basic design.
 - 3. Hardware for all Units: Concealed fasteners and hardware. Butt hinges are not acceptable as a substitute where item scheduled in Specification is manufactured with concealed pivots or piano hinges.

1.10 INSTALLATION

- A. Accurately locate, carefully plumb and level, and securely attach all accessories.
- B. Provide concealed grounds and backing or other anchorages devices, properly located, as required for fastening.
- C. Use manufacturer's standard mounting devices as best suited to installation conditions and as accepted by the Architect. Make all attachments by positive mechanical fastening devices, except where other installation methods are indicated.

- D. Where so recommended by the manufacturer, install the work under direct supervision of the authorized representative of the manufacturer. Employ workers experienced and qualified in the trade.
- E. Install units true and plumb in the opening maintaining proper contact with frames or adjacent materials and fitting closely to detail at intersection with other materials to provide for proper operation.
- F. Connect and properly adjust all operating devices and equipment to operate smoothly and perfectly.
- G. Upon completion or when directed, conduct careful inspection and correct defective work. Perform necessary adjustments as required to leave the completed installation in efficiently operable condition.

1.11 PREPARATION OF SURFACES FOR COATINGS AND COVERINGS

- A. Inspect all surfaces and verify that all required cants and chamfers are provided, and that all surfaces are free from irregularities of projections that would interfere with proper application.
- B. Thoroughly clean surfaces; remove all loose materials, grease, oil and foreign matter.
- C. Allow surfaces to completely dry before applying materials.
- D. Report all unsatisfactory surface to contractor for correction before proceeding. Otherwise proceeding will constitute acceptance of surface by Contractor.
- E. Note: Interior application of solvent type adhesives and systems require special ventilation or special solvents if ventilation is not possible.

1.12 BUILDING-IN, ANCHORS, INSERTS

- A. Unless otherwise stipulated, each trade generally shall promptly furnish anchorage and insert devices, together with adequate setting information, where necessary for building into the work by other trades.
- B. Verify the accuracy of all built-in anchors and inserts.
- C. Delays and errors shall be corrected by the trade responsible therefor.
- D. Power driven anchors of equivalent capacity and function may be accepted, subject to written acceptance, where approved by local jurisdictional authorities.
- E. Do not endanger or alter the work of any other trade without obtaining prior written consent.
- F. Furnish all supports necessary for proper installation of equipment.

****END OF SECTION****

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 02 Section "Selective Demolition" for demolition of selected portions of the building for alterations.
 - 2. Divisions 02 through 35 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
 - a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 DEFINITIONS

- A. Cutting: Removal of existing 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 Existing 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. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. 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. Roofing: When modifying an existing roof and adding new penetrations comply with the following requirements:
 1. Notify original roof manufacturer prior to beginning any work and comply with all manufacturer guidelines and requirements.
 2. Provide original roof manufacturer with a brief description of the proposed work, including any required submittals.
 3. Work shall not begin until written approval is received from original roof manufacturer.
 4. Work must be done by an approved roofing manufacturer's contractor.
 5. Original roof manufacturer shall inspect all modifications to the original roof system.
- B. Operational Elements: Do not cut and patch the following 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.
 1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related elements:
 - a. Primary operational systems and equipment.
 - b. Control systems.
 - c. Communication systems.
 - d. Electrical wiring systems.
- C. Miscellaneous Elements: Do not cut and patch the following 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.
 1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Equipment supports.
 4. Piping, ductwork, vessels, and equipment.
 5. Noise- and vibration-control elements and systems.
- 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.

1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

- a. Roofing.
- b. Firestopping.
- c. Terrazzo.
- d. Finished wood flooring.
- e. HVAC enclosures, cabinets, or covers.
- f. Acoustical ceilings.
- g. Carpeting.

- 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.
 1. Existing Roof: The existing roof is a roof system which is still under warranty. Comply with the requirements stated in the "Quality Assurance" paragraph above.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections of these Specifications.
- B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing 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 existing 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 existing 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 existing 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 Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services 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 existing 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 existing 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. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
 - 4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 5. Proceed with patching after construction operations requiring cutting are complete.
- 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 of these Specifications.
 - 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.
 - 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 existing floor

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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 existing ceilings as necessary to provide an even-plane surface of uniform appearance.

****END OF SECTION****

WARRANTIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Specified Herein: Warranties and continuing services required to be provided by manufacturers of materials and systems where required for proper performance.
- B. The word "Guarantee" when appearing in any Contract Document or construction correspondence shall be defined as warranty in accordance with Article 9.4 of the General Conditions.

1.2 SUBMITTALS

- A. Submit warranties in accordance with Article 9.4 of the General Conditions as modified by Supplementary Conditions and additional requirements specified under the individual Trade Sections.
- B. Required types of warranties and additional services are scheduled and listed in the Trade Sections.
- C. In all cases where "Special Warranties" or "Service Contracts" are required, the request for approval of materials will be accepted by the Owner and the Architect on the understanding that manufacturer agrees to provide the specified warranty or other service unless stated otherwise in the request.
- D. The Owner will not be bound to accept any limitations or variations from the specified warranty which were not filed with the request for acceptance and accepted prior to purchase of materials.
- E. Warranties shall be submitted prior to request for payment for 100% completion in each case, shall acknowledge the responsibilities defined under Supplementary Conditions and shall include:
 - 1. Manufacturer's warranty that all materials comply with its published standards, comply with the requirements of the Specifications and where specified, are adequate for the proposed use.
 - 2. Subcontractor's warranty that all workmanship complies with the requirements of the Specifications and of the manufacturer
 - 3. Contractor's warranty covering the entire work and accepting responsibility for all limitations imposed by the manufacturer or sub- contractor except where such limitations have been previously accepted by the Architect.
 - 4. Certification and verification of previously submitted information including statement of all limitations, required maintenance and similar conditions of the warranty.

1.3 STANDARD WARRANTIES

- A. A standard warranty is a warranty whose terms are essentially the same as normally offered by the manufacturer of standard with the industry.

- B. General Conditions require that standard warranties apply as a minimum requirement notwithstanding the fact that submittal of a copy of the warranty is not required.
- C. Unless otherwise specified a standard warranty shall be for a period on one (1) year from Date of Substantial Completion.
- D. Contractor shall obtain and furnish to the Owner from each manufacturer of materials or equipment incorporated into the Work a warranty at least as favorable to Owner as that customarily given by such manufacturer to others. Contractor shall inform itself as to any conditions precedent to the effectiveness of each manufacturer's warranty and comply with all such conditions (or obtain waivers thereof from the manufacturer) so that such warranty shall be fully effective. If any event occurs which might invalidate any manufacturer's warranty, Contractor shall promptly notify the Owner and the Architect.
- E. All warranty periods shall commence on the Date of Substantial Completion except that, if it is discovered after said date that certain work or materials were not in fact in conformance with the requirements of the Contract Documents, the applicable warranty period shall re-commence from the completion of the repair or replacement of such Work to make it so conform.
- F. The fact that a manufacturer's warranty differs in its terms from those of the Contractor or any Subcontractor, the acceptance by the Owner of any warranty of a manufacturer or Subcontractor, or the fact that the Owner has claimed initially on such warranty, shall not in any way release Contractor from his warranty obligations under the Contract.

1.4 SPECIAL WARRANTIES

- A. A special warranty is one whose terms, in addition to the standard coverage offered by the manufacturer, contain other special provisions, including:
 - 1. Acknowledgment of specified list of items which shall be specifically noted as being covered by the warranty.
 - 2. Acknowledgment of specific conditions for use or exposure.
 - 3. Extension of warranty to waive standard exceptions or to extend limits including time.
 - 4. Requirements for specific performance by other trades including method of separation and protection from, or assurance of compatibility with, adjacent materials.
 - 5. Assemblies and systems which may include products of other manufacturers.
 - 6. Conditions where certain performance criteria are specified and must be either acknowledged or actual limits are required to be determined by performance testing subject to Owner's review and acceptance.
 - 7. Conditions where manufacturer's continuing involvement such as maintenance or advisory service is required.
- B. Maintenance Service During Warranty Period:
 - 1. Reference to routine maintenance required to be performed by the Owner during the warranty period shall be listed in the original submittal of proposed warranty.

2. All other administration and maintenance service required during the warranty period, including installation of items repaired or replaced under the terms of the warranty shall be included in the original Contract.

1.5 SERVICE CONTRACTS

- A. Required types of Service Contract Proposals are scheduled under Schedule of Required Submittals and are listed in the Trade Sections.
- B. Where specified, the Subcontractor or Manufacturer originally supplying services and skills required for proper maintenance and agreeing to maintain availability of replacement parts and materials.
- C. The Service Contract is in addition to, and independent of, the Warranty and shall not act to either extend the Warranty or to reduce the Contractor's responsibilities thereunder.
- D. Unless otherwise specified or agreed, Service Contracts shall be written for a period of five (5) years starting with the termination of similar services included under the warranty and shall include cancellation privilege annually when exercised at least 60 days prior to anniversary date.
- E. The Contractor shall:
 1. Prior to submittal of Manufacturer or Subcontractor for approval, verify that specified service is available and will be offered.
 2. Secure from the Manufacturer or Subcontractor a bona fide proposal to perform the specified services.
 3. When so directed, assist the Architect in obtaining proposals for the performance of the specified services by other competent parties.

1.6 ADVISORY AND INSPECTION SERVICE

- A. Advisory and Inspection Service consists of:
 1. Periodic inspection on a regular scheduled basis. Include schedule of proposed inspections in the agreement.
 2. All necessary information, including special training, where required to adequately instruct Owner's maintenance personnel in preventative maintenance procedures, and periodic inspection to verify that such procedures are adequate.
 3. Providing recommendations for additional preventative maintenance repairs and treatments. If such maintenance work is recommended:
 - a. Obtain or submit price quotations for recommended work.
 - b. When so instructed by the Owner, make all necessary arrangements for the performance of the Work.
- B. Parts and Materials Agreement:
 1. Where standard commercially available parts or materials are suitable for maintenance or repair, inform Owner concerning trade name or description and location where they may be obtained.

2. Where parts or materials are not readily available maintain replacement stocks at a location as required to prevent undue delay in repairs or loss of use of equipment pending delivery.

1.7 MAINTENANCE SERVICE

- A. A Maintenance Service Contract is an agreement that in addition to Advisory and Inspection Service, the Manufacturer will provide, or otherwise make available through his agent, a regular maintenance service program scheduled during normal working hours.
- B. Proposals shall schedule proposed times for servicing and list the services to be performed.
- C. Maintenance service of equipment shall be performed solely by the original Equipment Contractor and shall not be assigned or transferred to any agent or subcontractor without the approval of the Owner.
- D. Repairs:
 1. Permanent repairs shall be started within seven (7) days after notification by the Owner.
 2. In the event that emergency and permanent repairs are not started within the specified time limits, or if the work is stopped without the Owner's consent, the Owner shall have the same options to have repairs performed by others as specified under Warranties without invalidating this agreement.
- E. Equipment maintenance shall include systematic examinations, and adjustments and lubrication of all equipment. The Equipment Maintenance Contractor shall repair and replace electrical and mechanical parts whenever required using only genuine standard parts recommended or produced by the manufacturer of the equipment.
- F. Addition work when so directed by the Owner shall be included under the work of the Maintenance Contract and the Contractor shall be reimbursed at the then prevailing rate for the cost of materials, labor and services. Such additional work shall include:
 1. Repairs or replacement required as a result of negligence, abuse, or other actions contrary to the Equipment Contractor's operating instructions.
 2. Improvement or additional equipment required by the Owner, Insurance Companies, or Governmental Authorities.
 3. Except for emergency service, the additional cost for overtime work based on the difference between regular and overtime labor when the Owner requests that such work be performed outside of regular working and so authorized in writing.
- G. Additional requirements for specific maintenance contracts are specified in the various Trade Sections.

1.8 CERTIFICATION

- A. Product Certification: See Division 1.
- B. Workmanship Certification is a statement by the applicator or installer that all materials and workmanship in connection with the system, have been furnished and installed in complete conformance with Contract Documents, and with the manufacturer's specifications and requirements for the particular type of use specified.

- C. A product certification where specified as a requirement shall be in a form similar to the following:

"We, the (Manufacturing Company), certify that the complete system as detailed and specified can be installed and will perform in accordance with the requirements of the specifications and the ASTM Standards referenced therein for the guarantee period of one year or such longer period as may be negotiated between the Owner and the (Manufacturing Company).

Upon completion of the Project we will inspect the work and certify to the Owner that the system as installed is in accordance with the Manufacturer's requirements or indicated in writing what remedial action is necessary in order that it does so conform."

END OF SECTION

ELECTRONIC PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Specified Herein: General Requirements for preparation and submittal of Project Record Documents.

1.2 DEFINITIONS

- A. Record Documents: Copies of the Contract Documents, Shop Drawings, Product Data and Samples maintained at the site for purpose of recording changes and other project information.
- B. Maintenance and Parts Manuals: Annotated PDF file format Brochures, instructions, parts lists and similar documents, published by manufacturers and suppliers of materials and equipment for purpose of providing information necessary to maintenance, repair and replacement.
- C. "As-Built" Drawings: Except for "as-built" corrections to the Shop Drawings the only record of architectural as-built conditions required will be clean copy of the Contractor's notations on the Record Drawings in Annotated PDF file format, unless otherwise specified.
- D. "As-Built" drawings for Mechanical, Electrical and Life Safety or Security Systems shall be fully dimensioned and detailed drawings, in Annotated PDF file format, showing all systems as they exist at the completion of Work.

1.3 SCHEDULES

- A. Prepare schedule listing required Record Drawings and Maintenance Manual submittals in accordance with "Submittals" Section of this Division 01.
- B. Keep schedule up to date listing record drawings and other documents as they are received from Manufacturers, Suppliers and Subcontractors.
- C. Hold all such material until completion of the project and submit when directed.

1.4 DRAWINGS AND SPECIFICATIONS AT THE SITE

- A. Each Contractor shall maintain at the site and available for reference by the Owner and the Architect one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications applicable to their portion of the Work, in good order and marked to record all changes made during construction.
- B. The Drawings, marked to record all changes made during construction, shall be delivered to the Owner upon completion of the Work in Annotated PDF file format.
- C. Record Documents: At the date of Final Completion and as condition precedent to Final Payment, each Contractor shall furnish the following documents to the Owner:

1. Record Drawings in PDF file format showing the field changes affecting the general construction, mechanical, electrical, and all other Work, and indicating the Work as actually installed in the building.
 - a. These shall consist of carefully drawn markings on a set of black and white prints of the Construction Documents obtained especially for the purpose unless otherwise specified. The prints can be scanned into a PDF file when project is completed or the contractor can keep a Annotated PDF file on site.
 - b. The Contractor shall maintain at the job site one set of Construction Documents and indicate thereon each field change as it occurs.
2. A neatly arranged searchable PDF file containing the wiring and control diagrams, operating and maintenance instructions, cuts of all mechanical and electrical equipment and fixtures, as installed including catalogues or parts lists from the prime manufacturer. Said lists shall not be based on local dealer stock number systems.

1.5 RECORD DRAWINGS

- A. Record Drawings are required to establish the location of concealed work deviations from details or dimensions indicated on the construction drawings. Where location or dimensions of portions of the work is indicated by note or line drawings or otherwise indicated to be at the option of the Contractor, the final determination of such options shall be indicated in the Record Drawings.
- B. Record Drawings are required for information only but are intended to provide complete information for as-built drawings.
- C. Final PDF file record copy of all Shop Drawings shall be submitted showing all corrections made and also indicating all field changes or other variations from the details as originally reviewed by the Contractor and the Architect.

1.6 OPERATING AND MAINTENANCE MANUALS

- A. Prior to completion of work in this Contract, each Contractor shall submit for review by the Architect searchable PDF file of manufacturer's catalog data covering all fixtures, equipment and finish materials incorporated into the project. Manufacturer's catalog data shall include full identification of the equipment or fixture capacities, current characteristics, dimensions, and identification of all replacement parts. Operating instructions for all installed equipment, including supplier's names and telephone numbers shall be placed on or lettered on the front page of each catalog or manual.
- B. Maintenance procedure descriptions shall be submitted for all materials requiring special treatments or continued maintenance work and for all assemblies, which may require parts replacement during the life of the installation. Manuals shall indicate recommended schedule for routine service and shall provide complete instructions for performing such service.
- C. Manuals and catalogs shall be searchable PDF format. Each item shall be tab and shall have an index. All material shall be grouped together by specification number.
- D. Contractor shall arrange and provide for the services of factory representatives or other authorized qualified specialists to provide operating and maintenance instruction sessions

directly with Owner's related operating and maintenance personnel for the systems, equipment and materials involved.

- E. These requirements are in addition to other similar requirements stated elsewhere in the Contract Documents including those of "Warranties" Section of Division 01.
- F. Equipment Operation manuals and operating instructions for each item of mechanical and electrical equipment:
 - 1. Operation and Maintenance Charts: Searchable PDF and one (1) hard copy of an operating and maintenance instruction chart which will incorporate applicable comprehensive descriptive instructions, lay-outs, diagrams or any other information that will necessary and/or of value to the operating and maintenance personnel. Hard copy of the charts shall be framed and glazed and mounted at a designated location, and the other three sets shall be included in the operation and maintenance manuals.
 - 2. Operation and Maintenance Manuals: Searchable PDF file of an operation and maintenance manual which shall contain complete instructions for overall operation and maintenance of the facility and its component parts. The manual shall also contain the operating and maintenance instruction charts as specified.

****END OF SECTION****

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of a building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Repair procedures for selective demolition operations.
- B. Related Sections include the following:
 - 1. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 2. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
 - 3. Division 2 Section "Building Demolition" for demolition of entire buildings, structures, and site improvements.
 - 4. Division 20 Sections for demolishing, cutting, patching, or relocating mechanical items.
 - 5. Division 26 Sections for demolishing, cutting, patching, or relocating electrical items.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

- B. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain Owner's property. Carefully remove and salvage each item or object in a manner to prevent damage and deliver promptly to Owner.

1.5 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- C. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Locations of temporary partitions and means of egress.
 - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- E. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.
- F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI A10.6 and NFPA 241.
- E. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 1. Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
 - 1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for condition of areas to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site will not be permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.
 - 1. If possible, retain original Installer or fabricator to patch the exposed Work listed below that is damaged during selective demolition. If it is impossible to engage original Installer or fabricator, engage another recognized experienced and specialized firm.
 - a. Roofing.
 - b. Firestopping.
 - c. Window wall system.
 - d. Terrazzo.
 - e. Finished wood flooring.
 - f. HVAC enclosures, cabinets, or covers.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.
- B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

- A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.
- B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.
 - 1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.
- C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.
 - 1. Owner will arrange to shut off indicated utilities when requested by Contractor.
 - 2. Arrange to shut off indicated utilities with utility companies.
 - 3. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
 - 4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 - 5. Refer to Divisions 15 and 16 for other applicable requirements and limitations.

3.3 PREPARATION

- A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 - 2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - 3. Protect existing site improvements, appurtenances, and landscaping to remain.
 - 4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
- C. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
- D. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
- E. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- F. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

3.4 POLLUTION CONTROLS

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
 2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

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1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - a. Remove debris from elevated portions by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly.
 10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
 11. Explosives: Use of explosives is not permitted.
- B. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
- C. Removed and Salvaged Items: Comply with the following:
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 on-site .
 5. Protect items from damage during transport and storage.

- D. Removed and Reinstalled Items: Comply with the following:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.
- F. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.
- G. Structural Steel: Dismantle field connections without bending or damaging steel members. Do not use flame-cutting torches unless otherwise authorized by Architect.
1. Transport steel trusses and joists as whole units without dismantling them further.
- H. Below-Grade Construction: Demolish in sections. Remove below-grade construction, including basements, foundation walls and footings, completely to at least 12 inches below grade unless otherwise indicated on Drawings.
- I. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.
- J. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.
- K. Building Components: Remove metal gratings, metal ladders, doors, windows, door hardware, cabinets, mirrors, chalkboards and marker boards, tackboards, toilet accessories, plumbing fixtures, and light fixtures, as whole units, intact and undamaged.
- L. Elevators: Remove as whole units as much as practical.
- M. Equipment: Disconnect equipment at nearest fitting connection to services, complete with service valves. Remove as whole units, complete with controls.
- N. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.
- O. Carpet and Pad: Remove in large pieces and roll tightly after removing demolition debris, trash, adhesive, and tack strips.
- P. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.

1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
- Q. Roofing: Remove no more existing roofing than can be covered in one day by new roofing. Refer to applicable Division 7 Section for new roofing requirements.
- R. Existing Utilities: Unless otherwise indicated on Drawings, demolish existing utilities and below-grade utility structures that are within 5 feet (1.5 m) outside of footprint indicated for new construction. Abandon utilities outside this area.
1. Fill abandoned utility structures with satisfactory soil materials according to backfill requirements in Division 2 Section "Earthwork."
 2. Piping: Disconnect piping at unions, flanges, valves, or fittings.
 3. Wiring Ducts: Disassemble into unit lengths and remove plug-in and disconnecting devices.
- 3.6 PATCHING AND REPAIRS
- A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
 - B. Patching: Comply with Division 1 Section "Cutting and Patching."
- 3.7 DISPOSAL OF DEMOLISHED MATERIALS
- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
 - B. Burning: Do not burn demolished materials.
 - C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.
- 3.8 SELECTIVE DEMOLITION SCHEDULE
- A. Existing Items and Construction to Be Removed: As indicated on Drawings.
 - B. Existing Items to Be Removed and Salvaged: As indicated on Drawings.
 - C. Existing Items to Be Removed and Reinstalled: As indicated on Drawings.
 - D. Existing Items to Remain: As indicated on Drawings.

END OF SECTION

CONCRETE WATER VAPOR REDUCING ADMIXTURE

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 SECTION INCLUDES

- A. Water vapor reducing admixture (WVRA).

1.3 RELATED SECTIONS

- A. Division 03 Section "Cast-In-Place Concrete" for concrete slabs to receive WVRA.
- B. Division 09 Section "Wood Gymnasium Flooring" for finish floor systems supported by concrete slabs on grade.

1.4 REFERENCES

- A. ASTM International (ASTM):
ASTM C494-Standard Specification for Chemical Admixtures for Concrete
ASTM D5084 - Standard Test Methods for Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter.
ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs.

1.5 SUBMITTALS

- A. Product Data: Submit for each product specified.
- B. Material Certificates: For each material specified, signed by the manufacturer, certifying that materials meet or exceed specified requirements.
- C. Material Test Reports: For each material specified, from a qualified testing agency, indicating compliance with requirements.
- D. Warranty: Submit sample special warranty specified in this section.
- E. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** A firm with not less than 10 years' experience in manufacturing concrete water vapor reducing admixture of the type specified, capable of providing test reports indicating compliance with specified performance requirements, and able to provide on-site technical representation. Selected product must have ASTM C494 Type S Concrete Admixture approval from and independent AASHTO approved laboratory.
- B. **Preinstallation Conference:** Conduct conference at project site with Contractor, concrete water vapor reducing admixture manufacturer or authorized representative, concrete supplier, and concrete finisher to verify project requirements, substrate conditions, manufacturer's installation instructions, and manufacturer's warranty requirements. Concrete suppliers and finishers must be certified.
- C. **Concrete Supplier Qualifications:** The concrete supplier must be Certified by the WVRA manufacturer prior to bid, Certificates issued by the manufacturer must be submitted with bid documents.
- D. **Concrete Finishers Qualifications:** The concrete finisher must be Certified by the WVRA manufacturer prior to bid, Certificates issued by the manufacturer must be submitted with bid documents
- E. **Moisture Testing:** The WVRA supplier will perform all moisture testing. WVRA manufacturer will issue warranty prior to start of installation of flooring and moisture sensitive adhesives and coatings of any type.
- F. **Bond Testing:** Warranted moisture sensitive coatings and adhesives must be installed by each subcontractor in coordination with WVRA manufacturer. Bond test results will be evaluated by WVRA manufacturer as part of the Warranty process.
- G. **Source Limitations:** Obtain each type of concrete water vapor reducing admixture from same manufacturer.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials in manufacturer's original, undamaged containers with identification labels intact.
- B. Comply with manufacturer's written instructions for handling prior to adding to concrete batch.
- C. Comply with manufacturer's written instructions for storage of WVRA.

1.8 WARRANTY

- A. **Manufacturer's Warranty:** Manufacturer's standard form warranty document executed by an authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights the Owner may have under provisions of the Contract Documents.
Warranty Period: 10 years from date of Substantial Completion.

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CONCRETE WATER
VAPOR REDUCING
ADMIXTURE

Warranty covers performance of concrete water vapor reducing admixture as well as labor and material for flooring replacement in accordance with manufacturer's current standards and applicable test results performed in accordance with ASTM D5084.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: The concrete water vapor reducing admixture is based on Vapor Lock 20/20 manufactured by Specialty Products Group (SPG), 6254 Skyway Road, PO Box 915, Smithville ON, LOR 2A0, Canada; telephone: 877-957-4626; fax: 905-527-0606; Email: info@spggogreen.com; Web Site: <http://spggogreen.com>.
- B. Substitutions will be considered, subject to compliance with requirements of this section, under provisions of the Division 01 Section "Product Requirements."

2.2 MATERIALS

- A. Concrete Water Vapor Reducing Admixture (WVRA): A complex admixture for cementitious materials, free of volatile organic compounds (VOC), designed to naturally chemically react with pre-existing elements within the cementitious material to eliminate the route of moisture vapor emission by integrally and permanently closing the capillary system in the concrete with the following characteristics:

Waterproofing: Minimum 1×10^{-8} cm/s in accordance with ASTM D5084.

Toxicity: None.

Flammability: None.

Solvent: Water.

Acid Resistance: Excellent.

Hazardous Vapors: None.

Capillary Break: Calcium Silicate Hydrate.

Installation: All cementitious materials.

VOC Levels: Zero (0).

Inhibit mold and bacteria growth by eliminating moisture vapor emission.

2.3 RELATED MATERIALS

- A. Sheet Vapor Retarder: ASTM E1745, Class A, except with a permeance of less than 0.01 perms. Minimum thickness of material equal to 15 mils. Include manufacturer's recommended adhesive or pressure-sensitive tape.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with requirements of Division 03 Section "Cast-In-Place Concrete" for concrete mixing, placement, and curing.

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CONCRETE WATER
VAPOR REDUCING
ADMIXTURE

- B. Sheet Vapor Retarders for Slabs on Grade: Place, protect, and repair sheet vapor retarder under provisions of ASTM E1643 and manufacturer's written instructions.
- C. Add water vapor reducing admixture to concrete in accordance with supplier's written instructions.
- D. Obtain approval of the WVRA supplier for the mix design. WVRA supplier will provide specific testing and warranty information in accordance with application requirements.
- E. Notify WVRA supplier a minimum of 10 days prior to the placement of the first batch of treated concrete.
- F. Dispense WVRA in compliance with mix design and supplier's recommendations.
- G. The use of other admixtures with WVRA in the same concrete batch is acceptable when included in the approved mix design.

3.2 CURING

- A. Curing is typically not necessary for WVRA treated slabs except in hot, cold, rainy or windy conditions. Cure finished concrete by placing 2-mil thick polyethylene plastic on top of the concrete slab. Consult with manufacturer for additional recommendations in accordance with application requirements.

3.3 FIELD QUALITY CONTROL

- A. Testing: Retain a qualified testing agency to perform tests and to submit reports.
- B. Concrete Tests:

Maintain four (4) inch concrete cylinders for a minimum of one (1) year from date of Substantial Completion.

Test cylinders as required by warranty or in accordance with supplier's recommendations.

Test cylinders to demonstrate that the minimum waterproofing is 1×10^{-8} cm/s in accordance with ASTM D5084.

Frequency: Test one (1) cylinder per project with the cost borne by the admixture supplier.

Report test results in writing to Architect, WVRA supplier, and Contractor within 48 hours of testing. Test reports shall contain project name and number, date of WVRA application, name of testing agency, location of concrete batch in Work, concrete mix proportions and materials, and waterproofing capability.

Additional Tests: Testing agency shall make additional tests of concrete when test results indicate that water vapor reducing admixture capability requirements have not been met, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders or by other methods as directed by Architect.

Additional testing, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

Correct deficiencies in the Work that test reports indicate do not comply with the Contract Documents.

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CONCRETE WATER
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3.4 REPAIRS

- A. Repair concrete slabs in accordance with other Division 03 sections and as recommended in manufacturer's written instructions.

END OF SECTION

CAST-IN-PLACE CONCRETE

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 specifies cast-in place concrete, including formwork, reinforcing, mix design, placement procedures, and finishes.
- B. Cast-in-place concrete includes the following:
 - 1. Slabs-on-grade.
- C. Related work specified under other sections.
 - 1. Wood gymnasium flooring for installation over recessed concrete slab: Division 9 Section "Wood Gymnasium Flooring."

1.3 SUBMITTALS

- A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
- B. Product data for proprietary materials and items, including reinforcement and admixtures, and others if requested by Architect.
- C. Laboratory test reports for concrete materials and mix design test.

1.4 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:
 - 1. American Concrete Institute (ACI) 301, "Specifications for Structural Concrete for Buildings."
 - 2. ACI 318, "Building Code Requirements for Reinforced Concrete."
 - 3. Concrete Reinforcing Steel Institute (CRSI) "Manual of Standard Practice."
 - 4. ACI 302, "Guide for Concrete Floor and Slab Construction".
 - 5. ACI 117, "Standard Specifications for Tolerances for Concrete Construction and Materials".
- B. Materials and installed work may require testing and retesting at any time during progress of Work. Tests, including retesting of rejected materials for installed Work, shall be done at Contractor's expense.

- C. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 and the following:
1. At least 35 days prior to submitting design mixes, conduct a meeting to review detailed requirements for preparing concrete design mixes and to determine procedures for satisfactory concrete operations. Review requirements for submittals, status of coordinating work, and availability of materials. Establish preliminary work progress schedule and procedures for materials inspection, testing, and certifications. Require representatives of each entity directly concerned with cast-in-place concrete to attend conference, including, but not limited to, the following:
 - a. Contractor's superintendent.
 - b. Agency responsible for concrete design mixes.
 - c. Agency responsible for field quality control.
 - d. Ready-mix concrete producer.
 - e. Concrete subcontractor.
 - f. Primary admixture manufacturers.

PART 2 - PRODUCTS

2.1 REINFORCING MATERIALS

- A. Joint Dowel Bars: ASTM A 615/A/A 615M, Grade 60, plain steel bars, cut bars true to length with ends square and free from burs.
- B. Welded Wire Fabric: ASTM A 185, welded steel wire fabric, plain, fabricated from as-drawn steel wire into flat sheets.
- C. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar-type supports complying with CRSI specifications.
 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.

2.2 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I.
 1. Use one brand of cement throughout Project unless otherwise acceptable to Architect.
- B. Fly Ash: ASTM C 618, Type C.
- C. Normal-Weight Aggregates: ASTM C 33 and as specified. Provide aggregates from a single source for exposed concrete.
 1. For exposed exterior surfaces, do not use fine or coarse aggregates that contain substances that cause spalling.
- D. Water: Potable.
- E. Admixtures, General: Provide concrete admixtures that contain not more than 0.1 percent chloride ions.
- F. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.

1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Air-Mix or Perma-Air, Euclid Chemical Co.
 - b. Darex AEA or Daravair, W.R. Grace & Co.
 - c. MB-VR or Micro-Air, Master Builders, Inc.
 - d. Sealtight AEA, W.R. Meadows, Inc.

- G. Water-Reducing Admixture: ASTM C 494, Type A.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Eucon WR-91, Euclid Chemical Co.
 - b. Daracm-55 W.R. Grace & Co.
 - c. Pozzolith Normal or Polyheed, Master Builders, Inc.

- H. High-Range Water-Reducing Admixture: ASTM C 494, Type F or Type G.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Eucon MR, Euclid Chemical Co.
 - b. WRDA 19 or Daracem, W.R. Grace & Co.
 - c. Rheobuild or Polyheed, Master Builders, Inc.

- I. Water-Reducing, Accelerating Admixture: ASTM C 494, Type E.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Accelguard 80, Euclid Chemical Co.
 - b. Daraset, W.R. Grace & Co.
 - c. Pozzutec 20, Master Builders, Inc.

- J. Water-Reducing, Retarding Admixture: ASTM C 494, Type D.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Eucon Retarder 75, Euclid Chemical Co.
 - b. Daratard-17, W.R. Grace & Co.
 - c. Pozzolith R, Master Builders, Inc.

2.3 RELATED MATERIALS

- A. Vapor Retarder: Provide vapor retarder that is resistant to deterioration when tested according to ASTM E 154, as follows:
 1. Polyethylene sheet not less than 8 mils thick.

- B. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
 1. Waterproof paper.
 2. Polyethylene film.
 3. Polyethylene-coated burlap.

- C. Bonding Agent: Polyvinyl acetate or acrylic base.
 1. Products: Subject to compliance with requirements, provide one of the following:

- a. Polyvinyl Acetate (Interior Only):
 - 1) Superior Concrete Bonder, (J-41) Dayton Superior Corp.
 - 2) Euco Weld, Euclid Chemical Co.
 - 3) Everweld, L&M Construction Chemicals, Inc.
 - b. Acrylic or Styrene Butadiene:
 - 1) Day-Chem Ad Bond, Dayton Superior Corp.
 - 2) SBR Latex, Euclid Chemical Co.
 - 3) Daraweld C, W.R. Grace & Co.
 - 4) Everbond, L&M Construction Chemicals, Inc.
 - 5) Acryl-Set, Master Builders Inc.
- D. Epoxy Adhesive: ASTM C 881, two-component material suitable for use on dry or damp surfaces. Provide material type, grade, and class to suit Project requirements.
- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Resi-Bond (J-58), Dayton Superior.
 - b. Euco Epoxy System #452 or #620, Euclid Chemical Co.
 - c. Epabond, L&M Construction Chemicals, Inc.
 - d. Concesive Standard Liquid, Master Builders, Inc.
 - e. Rezi-Weld 1000, W.R. Meadows, Inc.
- E. Underlayment Compound: Free-flowing, self-leveling, pumpable, cement-based compound for applications from 1 inch thick to feathered edges.
- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. K-15, Ardex, Inc.
 - b. Levelayer I L&M Construction Chemicals, Inc.
 - c. Underlayment 110, Master Builders, Inc.
- F. Waterstops: Provide a flexible butyl rubber and swellable clay waterproofing compound at all construction joints in concrete walls below grade.
- 1. Manufacturers: Subject to compliance with requirements, provide one of the following:
 - a. Waterstop RX-101; Cetco.
 - b. Swellstop Waterstop; Greenstreak.

2.4 PROPORTIONING AND DESIGNING MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301. For the trial batch method, use an independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
 - 1. Do not use the same testing agency for field quality control testing.
 - 2. Limit use of fly ash to not exceed 20 percent of cement content by weight.
- B. Submit written reports to Architect of each proposed mix for each class of concrete at least 15 days prior to start of Work. Do not begin concrete production until proposed mix designs have been reviewed by Architect.

- C. Design mixes to provide normal weight concrete with the following properties:
 - 1. Concrete for Wood Gymnasium Flooring: 4000-psi, 28-day compressive strength; water-cement ratio, 0.44 (air-entrained).
- D. Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:
 - 1. Other concrete: Not more than 4 inches.
- E. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Architect before using in Work.

2.5 ADMIXTURES

- A. Use water-reducing admixture or high-range water-reducing admixture (superplasticizer) in concrete, as required, for placement and workability.
- B. Use air-entraining admixture in exterior exposed concrete unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content with a tolerance of plus or minus 1-1/2 percent within the following limits:
 - 1. Concrete structures and slabs exposed to freezing and thawing, deicer chemicals, or hydraulic pressure:
 - a. 5.5 percent for 1-1/2-inch maximum aggregate.
 - b. 6.0 percent for 1-inch maximum aggregate.
 - c. 6.0 percent for 3/4-inch maximum aggregate.
 - d. 7.0 percent for 1/2-inch maximum aggregate.
 - 2. Other concrete not exposed to freezing, thawing, or hydraulic pressure, or to receive a surface hardener: 2 to 4 percent air.
- C. Use admixtures for water reduction and set accelerating or retarding in strict compliance with manufacturer's directions.

2.6 CONCRETE MIXING

- A. Ready-Mixed Concrete: Comply with requirements of ASTM C 94, and as specified.
 - 1. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

PART 3- EXECUTION

3.1 GENERAL

- A. Coordinate the installation of joint materials, vapor retarder/barrier, and other related materials with placement of forms and reinforcing steel.

3.2 VAPOR RETARDER/BARRIER INSTALLATION

- A. General: Place vapor retarder/barrier sheeting in position with longest dimension parallel with direction of pour.
- B. Lap joints 6 inches and seal with manufacturer's recommended mastic or pressure-sensitive tape.

3.3 PLACING REINFORCEMENT

- A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports and as specified.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials that reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as approved by Architect.
- D. Place reinforcement to maintain minimum coverages as indicated for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

3.4 JOINTS

- A. Construction Joints: Locate and install construction joints so they do not impair strength or appearance of the structure, as acceptable to Architect.
- B. Provide keyways at least 1-1/2 inches deep in construction joints slabs. Bulkheads designed and accepted for this purpose may be used for slabs.
- C. Use bonding agent on existing concrete surfaces that will be joined with fresh concrete.

3.5 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.

- B. General: Comply with ACI 304, "Guide for Measuring, Mixing, Transporting, and Placing Concrete," and as specified.
- C. Deposit concrete continuously or in layers of such thickness that no new concrete will be placed on concrete that has hardened sufficiently to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as specified. Deposit concrete to avoid segregation at its final location.
- D. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until completing placement of a panel or section.
 - 1. Consolidate concrete during placement operations so that concrete is thoroughly worked around reinforcement, other embedded items and into corners.
 - 2. Bring slab surfaces to correct level with a straightedge and strike off. Use bull floats or darbies to smooth surface free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.
 - 3. Maintain reinforcing in proper position on chairs during concrete placement.
- E. When air temperature has fallen to or is expected to fall below 40°F (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50°F (10°C) and not more than 80°F (27°C) at point of placement.
 - 1. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 2. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.

3.6 MONOLITHIC SLAB FINISHES

- A. Trowel Finish: Apply a trowel finish to monolithic slab surfaces exposed to view and slab surfaces to be covered with resilient flooring, carpet, ceramic or quarry tile, paint, or another thin film-finish coating system.
 - 1. After floating, begin first trowel-finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and finish surfaces to the following tolerances of F(F) (floor flatness) and F(L) (floor levelness) measured according to ASTM E 1155. Grind smooth any surface defects that would telegraph through applied floor covering system.
 - a. Floor slabs to receive wood flooring:
 - 1) F (F) 50, local F (F) 25.
 - 2) F (L) 30, local F (L) 15.
 - b. Typical Floor Slabs:
 - 1) F (F) 30, local F (F) 15.
 - 2) F (L) 20, local F (L) 10.
- B. Trowel and Fine Broom Finish: Where ceramic or quarry tile is to be installed with thin-set mortar, apply a trowel finish as specified, then immediately follow by slightly scarifying the surface with a fine broom.

- C. Nonslip Broom Finish: Apply a nonslip broom finish to exterior concrete platforms, steps, and ramps, and elsewhere as indicated.
 - 1. Immediately after float finishing, slightly roughen concrete surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

3.7 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as specified to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.8 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. In hot, dry, and windy weather protect concrete from rapid moisture loss before and during finishing operations with an evaporation-control material. Apply according to manufacturer's instructions after screeding and bull floating, but before power floating and troweling.
- B. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing. Weather permitting, keep continuously moist for not less than 7 days.
- C. Curing Methods: Cure concrete by moist curing, by moisture-retaining cover curing, or by combining these methods, as specified.
- D. Provide moisture curing by the following methods:
 - 1. Keep concrete surface continuously wet by covering with water.
 - 2. Use continuous water-fog spray.
 - 3. Cover concrete surface with specified absorptive cover, thoroughly saturate cover with water, and keep continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with a 4-inch lap over adjacent absorptive covers.
- E. Provide moisture-retaining cover curing as follows:
 - 1. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3 inches and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- F. Curing Unformed Surfaces: Cure unformed surfaces, including slabs, floor topping, and other flat surfaces, by applying the appropriate curing method.
 - 1. Final cure concrete surfaces to receive finish flooring with a moisture-retaining cover, unless otherwise directed.

3.9 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removing forms, when acceptable to Architect.
- B. Mix dry-pack mortar, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing.
 - 1. Cut out honeycombs, rock pockets, voids over 1/4 inch in any dimension, and holes left by tie rods and bolts down to solid concrete but in no case to a depth less than 1 inch. Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with bonding agent. Place patching mortar before bonding agent has dried.
 - 2. For surfaces exposed to view, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- C. Repairing Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface tolerances specified for each surface and finish. Correct low and high areas as specified. Test unformed surfaces sloped to drain for trueness of slope and smoothness by using a template having the required slope.
 - 1. Repair finished unformed surfaces containing defects that affect the concrete's durability. Surface defects include crazing and cracks in excess of 0.01 inch wide or that penetrate to the reinforcement or completely through nonreinforced sections regardless of width, spalling, popouts, honeycombs, rock pockets, and other objectionable conditions.
 - 2. Correct high areas in unformed surfaces by grinding after concrete has cured at least 14 days.
 - 3. Correct low areas in unformed surfaces during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete. Proprietary underlayment compounds may be used when acceptable to Architect.
 - 4. Repair defective areas, except random cracks and single holes not exceeding 1 inch in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose reinforcing steel with at least 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
- D. Repair isolated random cracks and single holes 1 inch or less in diameter by dry-pack method. Groove top of cracks and cut out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Place dry-pack before bonding agent has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs with prior approval of Architect for method and procedure, using specified epoxy adhesive and mortar.
- F. Repair methods not specified above may be used, subject to acceptance of Architect.

3.10 QUALITY CONTROL TESTING DURING CONSTRUCTION

- A. General: The Owner will employ a testing agency to perform tests and to submit test reports.
- B. Measure floor finish tolerances in accordance with ASTM E1155 Standard Test Method for determining floor flatness and levelness using the F-number system.
- C. Sampling and testing for quality control during concrete placement may include the following, as directed by Architect.
 - 1. Sampling Fresh Concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
 - a. Slump: ASTM C 143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
 - b. Air Content: ASTM C 173, volumetric method for lightweight or normal weight concrete; ASTM C 231, pressure method for normal weight concrete; one for each day's pour of each type of air-entrained concrete.
 - c. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F (4 deg C) and below, when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.
 - d. Compression Test Specimen: ASTM C 31; one set of four standard cylinders for each compressive-strength test, unless otherwise directed. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.
 - e. Compressive-Strength Tests: ASTM C 39; one set for each day's pour exceeding 5 cu. yd. plus additional sets for each 50 cu. yd. more than the first 25 cu. yd. of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
 - 2. When frequency of testing will provide fewer than five strength tests for a given class of concrete, conduct testing from at least five randomly selected batches or from each batch if fewer than five are used.
 - 3. When total quantity of a given class of concrete is less than 50 cu. yd., Architect may waive strength testing if adequate evidence of satisfactory strength is provided.
 - 4. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.
 - 5. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength and no individual strength test result falls below specified compressive strength by more than 500 psi.
- D. Test results will be reported in writing to Architect, Structural Engineer, ready-mix producer, and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the Project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day tests and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted but shall not be used as the sole basis for acceptance or rejection.

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- F. Additional Tests: The testing agency will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Architect. Testing agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

END OF SECTION

UNIT MASONRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Structural glazed tile.

B. Products Installed but not Furnished under This Section:

- 1. Masonry Mortaring
- 2. Masonry Accessories

C. Related Requirements:

1.3 DEFINITIONS

A. Terms

- 1. Structural Glazed Tile: SGT, extruded and manufactured clay masonry unit with a ceramic glazed face that is a structural unit which can be loadbearing masonry.
- 2. Glazed Face: Exposed ceramic glazed face(s) on SGT.
- 3. Bed Joint: Horizontal mortar joint between two SGT
- 4. Head Joint: Vertical mortar joint between two SGT.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For the following:

- 1. Masonry Units: Show sizes, profiles, coursing, and locations of special shapes.

C. Samples for Initial Selection:

- 1. Structural glazed tile.

D. Samples for Verification: For each type and color of the following:

- 1. Strap Samples: Submit three samples to indicate the approximate range of color and texture to be expected in the completed wall for each color or texture.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Material Certificates: For each type and size of the following:
 - 1. Masonry units.
 - a. Include material test reports substantiating compliance with requirements.
 - 2. Cementitious materials. Include name of manufacturer, brand name, and type.
 - 3. Mortar admixtures.
 - 4. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
 - 5. Grout mixes. Include description of type and proportions of ingredients.
 - 6. Anchors, ties, and metal accessories.
- C. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
 - 1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91/C 91M for air content.
 - 2. Include test reports, according to ASTM C 1019, for grout mixes required to comply with compressive strength requirement.
- D. 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 TMS 602/ACI 530.1/ASCE 6.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1093 for testing indicated.

1.7 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. Store preblended, dry mortar mix in delivery containers on elevated platforms in a dry location or in covered weatherproof dispensing silos.

- E. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.

1.8 FIELD CONDITIONS

- A. Protection of Masonry: During construction, cover partially completed masonry when construction is not in progress.
- B. Stain Prevention: Prevent grout and mortar 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.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. 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, from single source from single manufacturer for each product required.
- B. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

2.2 UNIT MASONRY, GENERAL

- A. Masonry Standard: Comply with TMS 602/ACI 530.1/ASCE 6, except as modified by requirements in the Contract Documents.
- B. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated. Do not use units where such defects are exposed in the completed Work and will be within 20 feet (6 m) vertically and horizontally of a walking surface.

2.3 STRUCTURAL CLAY FACING TILE

- A. General:
 - 1. Masonry Standard: Comply with ASTM C126, except as modified by requirements in the Contract Documents.
 - 2. Provide solid, multicores, or hollow units, with shape and direction of cores optional unless otherwise indicated.
 - 3. Provide special shapes where required for corners, jambs, coved bases, sills, and other special conditions indicated, including applications that cannot be produced by sawing standard units.
 - a. Provide bullnose units for outside corners unless otherwise indicated.
 - b. Provide coved internal corners.
 - 4. Where direct application of plaster is indicated or where bonded to backup masonry, provide units with rough, combed, or scored faces.

B. Manufacturers

1. Manufacturer: Subject to compliance with requirements provide structural clay facing tile as manufactured by Elgin Butler, or approved equal.

2.4 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C 150/C 150M, 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.

1. Alkali content shall not be more than 0.1 percent when tested according to ASTM C 114.

B. Hydrated Lime: ASTM C 207, Type S.

C. Portland Cement-Lime Mix: Packaged blend of portland cement and hydrated lime containing no other ingredients.

D. Mortar Cement: ASTM C 1329/C 1329M.

1. [Lafarge North America Inc](#)

E. 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 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.

F. Aggregate for Grout: ASTM C 404.

G. Epoxy Pointing Mortar: ASTM C 395, epoxy-resin-based material formulated for use as pointing mortar for glazed or pre-faced masonry units (and approved for such use by manufacturer of units); in color indicated or, if not otherwise indicated, as selected by Architect from manufacturer's colors.

H. Cold-Weather Admixture: Not allowed.

I. Water: Potable.

2.5 REINFORCEMENT

A. Masonry-Joint Reinforcement, General: ASTM A 951/A 951M.

1. Interior Walls: Hot-dip galvanized carbon steel.
2. Exterior Walls: Hot-dip galvanized carbon steel.
3. Wire Size for Side Rods:**0.148-inch (3.77-mm)** diameter.
4. Wire Size for Cross Rods:**0.148-inch (3.77-mm)** diameter.

5. Wire Size for Veneer Ties: 0.148-inch (3.77-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).
- B. Masonry-Joint Reinforcement for Single-Wythe Masonry: Ladder type with single pair of side rods.

2.6 TIES AND ANCHORS

- A. General: Ties and anchors shall extend at least 1-1/2 inches (38 mm) into veneer but with at least a 5/8-inch (16-mm) cover on outside face.
- B. Materials: Provide ties and anchors specified in this article that are made from materials that comply with the following unless otherwise indicated:
1. Hot-Dip Galvanized, Carbon-Steel Wire: ASTM A 82/A 82M, with ASTM A 153/A 153M, Class B-2 coating.
- C. 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 0.030-inch- (0.76-mm-) thick steel sheet, galvanized after fabrication.
- D. Individual Wire Ties: Rectangular units with closed ends and not less than 4 inches (100 mm) wide.
1. Where wythes are of different materials, use adjustable ties with pintle-and-eye connections having a maximum adjustment of 1-1/4 inches (32 mm).
 2. Wire: Fabricate from 3/16-inch- (4.76-mm-) diameter, hot-dip galvanized steel wire.

2.7 MISCELLANEOUS MASONRY ACCESSORIES

- A. Bond-Breaker Strips: Asphalt-saturated felt complying with ASTM D 226/D 226M, Type I (No. 15 asphalt felt).

2.8 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. Available Products: Subject to compliance with requirements, a product which may be used to clean unit masonry surfaces includes, but is not limited to, the following:
 - a. "Sure Klean" No. 600 Detergent; ProSoCo, Inc.

2.9 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. Use portland cement-lime mortar unless otherwise indicated.
- 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.
1. Provide Spec Mix/Quikrete factory pre-blended mortar mix, colored mortar mix, and integral water repellent mortar mix as manufactured instead of field prepared mortars NO SUBSTITUTION Pre-blended mortar shall include manufacturer's standard silo system for mixing and delivery of mortar mixes.
 2. Pre-blended mortar and grout mixes shall be mixed with potable water in strict compliance with manufacturer's standard silo system for mixing and delivery system of mortar mixes or 80lb bags of pre-blended as governed.
- 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.
1. For exterior, above-grade, load-bearing and nonload-bearing walls and parapet walls; for interior load-bearing walls; for interior nonload-bearing partitions; and for other applications where another type is not indicated, use Type N.
- D. 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 TMS 602/ACI 530.1/ASCE 6 for dimensions of grout spaces and pour height.
 2. Proportion grout in accordance with ASTM C 476, or paragraph 4.2.2 for specified 28-day compressive strength indicated, but not less than 2000 psi (14 MPa).
 3. Provide grout with a slump of 8 to 11 inches (200 to 280 mm) as measured according to ASTM C 143/C 143M.
- E. Epoxy Pointing Mortar: Mix epoxy pointing mortar to comply with mortar manufacturer's written instructions.
1. Application: Use epoxy pointing mortar for exposed mortar joints with the following units:
 - a. Glazed structural clay facing tile.

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 the Work.
1. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
 2. Verify that foundations are within tolerances specified.

3. Verify that reinforcing dowels are properly placed.
 4. Verify that substrates are free of substances that impair mortar bond.
- 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. Thickness: Build single-wythe walls to actual widths of masonry units, using units of widths indicated.
- B. 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.
- C. Select and arrange units for exposed unit masonry to produce a uniform blend of colors and textures. Mix units from several pallets or cubes as they are placed.
- D. Matching Existing Masonry: Match coursing, bonding, color, and texture of existing masonry.

3.3 TOLERANCES

- A. Dimensions and Locations of Elements:
1. For dimensions in cross section or elevation, do not vary by more than plus **1/2 inch (12 mm)** or minus **1/4 inch (6 mm)**.
 2. For location of elements in plan, do not vary from that indicated by more than plus or minus **1/2 inch (12 mm)**.
 3. For location of elements in elevation, do not vary from that indicated by more than plus or minus **1/4 inch (6 mm)** in a story height or **1/2 inch (12 mm)** total.
- B. Lines and Levels:
1. For lines and surfaces, do not vary from straight by more than **1/4 inch in 10 feet (6 mm in 3 m)**, **3/8 inch in 20 feet (9 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 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.
- C. Joints:
1. For 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)**.

2. For exposed bed joints, do not vary from bed-joint thickness of adjacent courses by more than **1/8 inch (3 mm)**, except to align with existing construction.
3. For head and collar joints, do not vary from thickness indicated by more than plus **3/8 inch (9 mm)** or minus **1/4 inch (6 mm)**.
4. 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)**, except to align with existing construction.

3.4 LAYING MASONRY WALLS

- A. Lay out walls in advance for accurate spacing of surface bond patterns with uniform joint thicknesses and for accurate location of openings, movement-type joints, returns, and offsets. Avoid using less-than-half-size units, particularly at corners, jambs, and, where possible, at other locations.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less-than-nominal **4-inch (100-mm)** horizontal face dimensions at corners or jambs.
- C. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than **4 inches (100 mm)**. Bond and interlock each course of each wythe at corners. Do not use units with less-than-nominal **4-inch (100-mm)** horizontal face dimensions at corners or jambs.
- D. Stopping and Resuming Work: Stop work by stepping 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.
- E. Built-in Work: As construction progresses, build in items specified in this and other Sections. Fill in solidly with masonry around built-in items.

3.5 MORTAR BEDDING AND JOINTING

- A. Lay structural clay tile as follows:
 1. Lay vertical-cell units with full head joints unless otherwise indicated. Provide bed joints with full mortar coverage on face shells and webs.
 2. Lay horizontal-cell units with full bed joints unless otherwise indicated. Keep drainage channels, if any, free of mortar. Form head joints with sufficient mortar so excess will be squeezed out as units are placed in position. Butter both sides of units to be placed, or butter one side of unit already in place and one side of unit to be placed.
 3. Maintain joint thicknesses indicated except for minor variations required to maintain bond alignment. If not indicated, lay walls with **1/4- to 3/8-inch- (6- to 10-mm-)** thick joints.
- B. Rake out mortar joints at glazed brick and glazed structural clay tile to a uniform depth of **1/4 inch (6 mm)** and point with epoxy mortar to comply with epoxy-mortar manufacturer's written instructions.
- C. 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.

3.6 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.

3.7 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 masonry with a proprietary acidic cleaner applied according to manufacturer's written instructions.

3.8 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 or recycled, and other masonry waste, and legally dispose of off Owner's property.

****END OF SECTION****

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 SUMMARY:

- A. Types of work in this section include rough carpentry for the following:
 1. Wood grounds, nailers and blocking

1.3 DEFINITIONS:

- A. Rough carpentry includes carpentry work not specified in other sections and not exposed to view, except as otherwise indicated.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
 1. Include data for 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 products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
 1. Wood-preservative-treated wood.
 2. Power-driven fasteners.
 3. Powder-actuated fasteners.
 4. Expansion anchors.

1.6 QUALITY ASSURANCE

- A. Single source responsibility for Fire-Retardant-Treated wood: Obtain each type of fire-retardant-treated wood product from one source and by a single producer.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels, provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.
- B. For lumber and plywood pressure treated with waterborne chemicals, place spacers between each bundle to provide air circulation.

1.8 PROJECT CONDITIONS:

- A. Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow attachment of other work.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Wood Preservative-Treated materials:
 - a. Baxter: J.H. Baxter Co.
 - b. Chemical Specialties, Inc.
 - c. Continental Wood Preservers, Inc.
 - d. Hickson Corp.
 - e. Hoover Treated Wood Products, Inc.
 - f. Osmose Wood Preserving, Inc.

2.2 LUMBER, GENERAL:

- A. Lumber Standards: Manufacture lumber to comply with DOC PS 20 "American Lumber Standard" and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee's (ALSC) Board of Review.
- B. Inspection Agencies: Inspection agencies and the abbreviations to reference them, include the following:
 - 1. NELMA - Northeastern Lumber Manufacturers Association
 - 2. RIS - Redwood Inspection Service.
 - 3. SPIB - Southern Pine Inspection Bureau.
 - 4. WCLIB - West Coast Lumber Inspection Bureau.
 - 5. WWPA - Western Wood Products Association.

6. APA - American Plywood Association.
- C. Grade Stamps: Factory-mark each piece of lumber with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
 1. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and shipment for sizes 2 inches or less in nominal thickness, unless otherwise indicated.
 2. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece, or omit grade stamps and provide grade-compliance certificates issued by the inspection agency.
- D. 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.
- E. Plywood Standards: Comply with PS1 "U.S. Product standard for Construction and Industrial Plywood" for plywood construction panels and, for products not manufactured under PS1 provision, with APA PRP-108. Furnish panels factory marked with APA trademarks evidencing compliance with grade requirements.

2.3 MISCELLANEOUS LUMBER AND PLYWOOD:

- A. Provide wood for support or attachment of other work including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping and similar members. Provide lumber of sizes indicated, worked into shapes shown, or as required, and as follows:
- B. Moisture content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.
- C. Grade: Standard Grade light framing size lumber of any species or board size lumber as required. No. 3 Common or Standard grade boards per WCLIB or WWPA rules or No. 3 boards per SPIB rules.
- D. Plywood Grade: APA C-D PLUGGED EXTERIOR, with minimum space rating to suit support spacing and plywood thickness indicated.
- E. Particle Boards: Particle Board Standard: Manufacture and factory-mark each particle board panel to comply with ANSI A208.01 "Mat-Formed Wood Particle Board" for grade indicated.

2.4 MISCELLANEOUS MATERIALS:

- A. Fasteners and Anchorages: Provide size, type, material and finish as indicated and as recommended by applicable standards, complying with applicable Federal Specifications for nails, staples, screws, bolts, nuts, washers and anchoring devices. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommended nails.
 1. Where rough carpentry work is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153).

2.5 PRESERVATIVE WOOD TREATMENT BY PRESSURE PROCESS:

- A. General: Where lumber or plywood is indicated as preservative- treated wood or is specified herein to be treated, comply with applicable requirements of AWPA Standards C2 (Lumber) and C9 (Plywood). Mark each treated item with the AWPB or SPIB Quality Mark Requirements.
 - 1. Do not use chemicals containing chromium or arsenic.
- B. Pressure-treat above-ground items with water-borne preservatives to a minimum retention of 0.25 pcf. For interior uses, after treatment, kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19% and 15%. Treat indicated items 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.
- C. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces to comply with AWPA M4. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

2.6 DIMENSION LUMBER

- A. General: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
 - 1. Grade: Select Structural
 - 2. Grade: No.1
 - 3. Grade: No. 2
 - 4. Grade: Construction or No. 2
 - 5. Grade: Construction, Stud, or No.3
 - 6. Species:
 - a. Douglas fir-larch; WCLIB or WWPA
 - b. Hem-fir; WCLIB or WWPA
 - c. Southern Pine; SPIB
 - d. Douglas fir south; WWPA
 - e. Any species above

PART 3 - EXECUTION

3.1 INSTALLATION GENERAL:

- A. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.
- B. Set carpentry work to required levels and lines, with members plumb and true and accurately cut and fitted.

- C. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.
- D. Countersink nail heads on exposed carpentry work and fill holes.
- E. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.
- F. Apply field treatment complying with AWPA M4 to cut surfaces of preservative treated lumber and plywood.

3.2 WOOD GROUNDS, NAILERS, BLOCKING AND SLEEPERS:

- A. Provide wherever shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
- B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Build into masonry during installation of masonry work. Where possible, anchor to form work before concrete placement.
- C. Provide permanent grounds of dressed, preservative treated, key-beveled lumber not less than 1-1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involved. Remove temporary grounds when no longer required.

3.3 WOOD FURRING:

- A. Install plumb and level with closure strips at edges and openings. Shim with wood as required for tolerance of finished work.

END OF SECTION

INTERIOR ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Solid-surfacing-material for countertops
 - 2. Removal of locker room bench seats, shop dressing and refinishing, and reinstallation.
- B. Related Sections include the following:
 - 1. Division 06 Section "Rough Carpentry" for wood furring, blocking, shims, and hanging strips required for installing woodwork and concealed within other construction before woodwork installation.

1.3 DEFINITIONS

- A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.
- B. Samples for Initial Selection: For each type of product involving selection of colors, profiles, or textures.
- C. Samples for Verification:
 - 1. Solid-surfacing materials, 6 inches (150 mm) square.

1.5 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For manufacturer's warranty.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance
- B. Source Limitations: Engage a qualified woodworking firm to assume undivided responsibility for production of interior architectural woodwork with sequence-matched wood veneers and wood doors with face veneers that are sequence matched with woodwork.

C. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

1. Provide AWI Quality Certification Program labels indicating that woodwork complies with requirements of grades specified.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimensions.

1.9 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

PART 2 - PRODUCTS

2.1 WOODWORK FABRICATORS

A. Fabricators: Subject to compliance with requirements, provide interior architectural woodwork by one of the following:

1. Aria Custom Cabinetry, 1860 Star Batt Dr, Rochester Hills, MI 48309, (248) 299-0822.
2. Mica-Tec, 21325 Hoover Road, Warren, MI 48089, (586) 758-4404.
3. Trend Millwork, 1300 John A. Papalas Drive, Lincoln Park, MI 48146, (313) 383-6300.

2.2 MATERIALS

A. Solid-Surfacing Material for countertops: Homogeneous solid sheets of filled plastic resin complying with ISSFA-2.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Avonite, Inc.
 - b. E. I. du Pont de Nemours and Company.
 - c. Formica Corporation.
 - d. Wilsonart International; Div. of Premark International, Inc.
 - e. L.G. Hi'Macs Co.
2. Type: Standard type unless Special Purpose type is indicated.
3. Colors and Patterns: Two (2) colors as selected by Architect from manufacturer's full range of Corian Price Group D colors.

2.3 LOCKER ROOM BENCH SEATS FOR TRANSPARENT FINISH

- A. Scrape and sand locker room bench seats lightly to remove raised grain, splits, burrs and other surface irregularities prior to refinishing operations.
- B. Refinish locker room bench seats at fabrication shop.

2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.
- B. Adhesives, General: Do not use adhesives that contain urea formaldehyde.
- C. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
 1. Wood Glues: 30 g/L.
 2. Contact Adhesive: 250 g/L.

2.5 SOLID-SURFACING-MATERIAL COUNTERTOPS

- A. Grade: Premium
- B. Solid-Surfacing-Material Thickness: 1/2 inch (12.7 mm) .
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors of solid-surfacing material complying with the following requirements:
 1. As selected by Architect from manufacturer's full range.
- D. Fabricate tops in one piece, unless otherwise indicated. Comply with solid-surfacing-material manufacturer's written recommendations for adhesives, sealers, fabrication, and finishing.
 1. Fabricate tops with loose backsplashes for field application.
 2. Countertops to have a square edge as indicated on drawings.

1.1 COUNTERTOP SUPPORTS

- A. General: Provide steel framed supports for solid-surfacing-material countertops, as required to complete work.
- B. Fabricate units to sizes, shapes, and profiles indicated and required to receive countertop construction retained by framed supports. Fabricate in shop from structural steel shapes indicated of welded construction using mitered joints for field connection. Cut, drill, and tap units to receive hardware, hangers, and similar items.

2.6 SHOP FINISHING

- A. General: Finish architectural woodwork at fabrication shop as specified in this Section. Defer only final touchup, cleaning, and polishing until after installation.
- B. General: Shop finish transparent-finished interior architectural woodwork at fabrication shop as specified in this Section.
- C. Preparation for Finishing: Comply with referenced quality standard for sanding, filling countersunk fasteners, sealing concealed surfaces, and similar preparations for finishing architectural woodwork, as applicable to each unit of work.
 - 1. For solid-surfacing countertop assemblies comply with referenced quality standard for sanding, filling, concealed fasteners, and similar preparations for finishing solid-surfacing countertop assemblies, as applicable to each unit of work.
- D. Transparent Finish:
 - 1. Grade: Premium
 - 2. WI Finish System 4: Conversion varnish or WI Finish System 5: Catalyzed polyurethane.
 - 3. Staining: Match Architect's sample. .
 - 4. Open Finish for Open-Grain Woods: Do not apply filler to open-grain woods.
 - 5. Sheen: Satin, 31-45 gloss units measured on 60-degree gloss meter per ASTM D 523.
- E. Finish solid-surfacing countertop assemblies at fabrication shop per manufacturer's recommendations. Defer only final touchup, cleaning, and polishing until after installation.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing.

3.2 INSTALLATION

- A. Install locker room bench seats level, plumb, true, and straight. Reuse original mounting holes in bench supports to reattach seats. Shim as required with concealed shims that are disk-shaped and 1/4 inch nominal thickness, beveled on one side to required angle for level.
- B. Countertops: Anchor securely to support brackets by placing fasteners from underside of countertop through support bracket flanges:
 - 1. Align adjacent solid-surfacing-material countertops and form seams to comply with manufacturer's written recommendations using adhesive in color to match countertop. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
 - 2. Install countertops with no more than 1/8 inch in 96-inch (3 mm in 2400-mm) sag, bow, or other variation from a straight line.
 - 3. Secure backsplashes to tops with concealed metal brackets at 16 inches (400 mm) o.c. and to walls with adhesive.
 - 4. Caulk space between backsplash and wall with sealant specified in Division 7 Section "Joint Sealants."
- C. Touch up finishing work specified in this Section after installation of woodwork.

3.3 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

****END OF SECTION****

FIRESTOPPING

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 firestopping for the following:
1. Penetrations through fire-resistance-rated floor and roof construction including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.
 2. Penetrations through fire-resistance-rated walls and partitions including both empty openings and openings containing cables, pipes, ducts, conduits, and other penetrating items.
 3. Penetrations through smoke barriers and construction enclosing compartmentalized areas involving both empty openings and openings containing penetrating items.
 4. Sealant joints in fire-resistance-rated construction.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 3 Section "Cast-In-Place Concrete" for construction of openings in concrete slabs.
 2. Division 4 Section "Unit Masonry Assemblies" for joint fillers for non-fire-resistive-rated masonry construction.
 3. Division 7 Section "Joint Sealants" for non-fire-resistive-rated joint sealants.
 4. Divisions 20 - 23 Sections specifying ducts and piping penetrations.
 5. Division 26 Sections specifying cable and conduit penetrations.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. General: Provide firestopping systems that are produced and installed to resist the spread of fire, according to requirements indicated, and the passage of smoke and other gases.
- B. F-Rated Through-Penetration Firestop Systems: Provide through-penetration firestop systems with F ratings indicated, as determined per ASTM E 814, but not less than that equaling or exceeding the fire-resistance rating of the constructions penetrated.
- C. T-Rated Through-Penetration Firestop Systems: Provide through-penetration firestop systems with T ratings, in addition to F ratings, as determined per ASTM E 814, where indicated and where systems protect penetrating items exposed to contact with adjacent materials in occupiable floor areas. T-rated assemblies are required where the following conditions exist:
1. Where firestop systems protect penetrations located outside of wall cavities.

2. Where firestop systems protect penetrations located outside fire-resistive shaft enclosures.
 3. Where firestop systems protect penetrations located in construction containing doors required to have a temperature-rise rating.
 4. Where firestop systems protect penetrating items larger than a 4-inch-diameter nominal pipe or 16 sq. in. in overall cross-sectional area.
- D. Fire-Resistive Joint Sealants: Provide joint sealants with fire-resistance ratings indicated, as determined per ASTM E 119, but not less than that equaling or exceeding the fire-resistance rating of the construction in which the joint occurs.
- E. For firestopping exposed to view, traffic, moisture, and physical damage, provide products that do not deteriorate when exposed to these conditions.
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 or more in width and exposed to possible loading and traffic, provide firestop systems capable of supporting the 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.
- F. For firestopping exposed to view, provide products with flame-spread values of less than 25 and smoke-developed values of less than 450, as determined per ASTM E 84.
- 1.4 ACTION SUBMITTALS
- A. Product Data: For each type of product indicated.
- B. Product Schedule: For each penetration firestopping system. Include location and design designation of qualified testing and inspecting agency.
1. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular penetration firestopping condition, submit illustration, with modifications marked, approved by penetration firestopping manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.
- 1.5 INFORMATIONAL SUBMITTALS
- A. Qualification Data: For qualified Installer.
- B. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, for penetration firestopping.
- 1.6 QUALITY ASSURANCE
- A. Fire-Test-Response Characteristics: Provide firestopping that complies with the following requirements and those specified under the "System Performance Requirements" article:

1. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, Warnock Hersey, or another agency performing testing and follow-up inspection services for firestop systems that is acceptable to authorities having jurisdiction.
 2. Through-penetration firestop systems are identical to those tested per ASTM E 814 under conditions where positive furnace pressure differential of at least 0.01 inch of water is maintained at a distance of 0.78 inch below the fill materials surrounding the penetrating items in the test assembly. 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 UL in their "Fire Resistance Directory," by Warnock Hersey, or by another qualified testing and inspecting agency.
 3. Fire-resistive joint sealant systems are identical to those tested for fire-response characteristics per ASTM E 119 under conditions where the positive furnace pressure differential is at least 0.01 inch of water, as measured 0.78 inch from the face exposed to furnace fire. Provide systems complying with the following requirements:
 - a. Fire-Resistance Ratings of Joint Sealants: As indicated by reference to design designations listed by UL in their "Fire Resistance Directory" or by another qualified testing and inspecting agency.
 - b. Joint sealants, including backing materials, bear classification marking of qualified testing and inspection agency.
- B. Installer Qualifications: Engage an experienced Installer who is certified, licensed, or otherwise qualified by the firestopping manufacturer as having the necessary experience, staff, and training to install manufacturer's products per specified requirements. A manufacturer's willingness to sell its firestopping products to the Contractor or to an Installer engaged by the Contractor does not in itself confer qualification on the buyer.
- C. Single-Source Responsibility: Obtain through-penetration firestop systems for each kind of penetration and construction condition indicated from a single manufacturer.
- D. Provide firestopping products containing no detectable asbestos as determined by the method specified in 40 CFR Part 763, Subpart F, Appendix A, Section 1, "Polarized Light Microscopy."
- E. Coordinating Work: Coordinate construction of openings and penetrating items to ensure that designated through-penetration firestop systems are installed per specified requirements.
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings."
- G. Owner will employ and pay a qualified inspection agency to check installed firestopping systems for compliance with requirements.
- 1.7 DELIVERY, STORAGE, AND HANDLING
- A. Deliver firestopping 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 firestopping materials to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

1.8 PROJECT CONDITIONS

- A. Environmental Conditions: Do not install firestopping when ambient or substrate temperatures are outside limits permitted by firestopping manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.
- B. Ventilation: Ventilate firestopping per firestopping manufacturers' instructions by natural means or, where this is inadequate, forced air circulation.

1.9 COORDINATION

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping is installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping.
- C. Notify Owner's testing agency at least seven days in advance of penetration firestopping installations; confirm dates and times on day preceding each series of installations.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. A/D Fire Protection Systems, Inc.
 2. DAP, Inc.
 3. Firestop Systems, Inc.
 4. Hilti Construction Chemicals, Inc.
 5. 3M Fire Protection Products
 6. Tremco
 7. USG, Co.
 8. International Protective Coatings Corporation

2.2 FIRESTOPPING, GENERAL

- A. Compatibility: Provide firestopping composed of components that are compatible with each other, the substrates forming openings, and the items, if any, penetrating the firestopping under conditions of service and application, as demonstrated by firestopping manufacturer based on testing and field experience.

- B. Accessories: Provide components for each firestopping system that are needed to install fill materials and to comply with "System Performance Requirements" article in Part 1. Use only components specified by the firestopping manufacturer and approved by the qualified testing and inspecting agency for the designated fire-resistance-rated systems. Accessories include but are not limited to the following items:
1. Permanent forming/damming/backing materials including the following:
 - a. Semirefractory fiber (mineral wool) insulation.
 - b. Ceramic fiber.
 - c. Sealants used in combination with other forming/damming materials to prevent leakage of fill materials in liquid state.
 - d. Fire-rated formboard.
 - e. Joint fillers for joint sealants.
 2. Temporary forming materials.
 3. Substrate primers.
 4. Collars.
 5. Steel sleeves.
- C. Applications: Provide firestopping systems composed of materials specified in this Section that comply with system performance and other requirements.

2.3 FILL MATERIALS FOR THROUGH-PENETRATION FIRESTOP SYSTEMS

- A. Ceramic-Fiber and Mastic Coating: Ceramic fibers in bulk form formulated for use with mastic coating, and ceramic fiber manufacturer's mastic coating.
- B. Ceramic-Fiber Sealant: Single-component formulation of ceramic fibers and inorganic binders.
- C. Endothermic, Latex Compound Sealant: Single-component, endothermic, latex formulation.
- D. Intumescent, Latex Sealant: Single-component, intumescent, latex formulation.
- E. Intumescent Putty: Nonhardening, dielectric, water-resistant putty containing no solvents, inorganic fibers, or silicone compounds.
- F. Intumescent Wrap Strips: Single-component, elastomeric sheet with aluminum foil on one side.
- G. Job-Mixed Vinyl Compound: Prepackaged vinyl-based powder product for mixing with water at Project site to produce a paintable compound, passing ASTM E 136, with flame-spread and smoke-developed ratings of zero per ASTM E 84.
- H. Mortar: Prepackaged dry mix composed of a blend of inorganic binders, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a nonshrinking, homogenous mortar.
- I. Pillows/Bags: Re-usable, heat-expanding pillows/bags composed of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents and fire-retardant additives.
- J. Silicone Foam: Two-component, silicone-based liquid elastomer that, when mixed, expands and cures in place to produce a flexible, nonshrinking foam.

- K. Silicone Sealant: Moisture-curing, single-component, silicone-based, neutral-curing elastomeric sealant 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. Grade for Horizontal Surfaces: Pourable (self-leveling) grade for openings in floors and other horizontal surfaces.
 3. Grade for Vertical Surfaces: Nonsag grade for openings in vertical and other surfaces.
- L. Solvent-Release-Curing Intumescent Sealant: Solvent-release-curing, single-component, synthetic-polymer-based sealant 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. Grade for Horizontal Surfaces: Pourable (self-leveling) grade for openings in floors and other horizontal surfaces.
 3. Grade for Vertical Surfaces: Nonsag grade for openings in vertical and other surfaces.

2.4 FIRE-RESISTIVE ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing, elastomeric sealants of base polymer indicated that complies with ASTM C 920 requirements, including those referenced for Type, Grade, Class, and Uses, and requirements specified in this Section applicable to fire-resistive joint sealants.
- B. Sealant Colors: Provide color of exposed joint sealants to comply with the following:
1. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.
- C. Single-Component, Neutral-Curing Silicone Sealant: Type S; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, G, A, and (as applicable to joint substrates indicated) O.
1. Additional Movement Capability: Provide sealant with the capability to withstand the following percentage changes in joint width existing at time of installation, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, and remain in compliance with other requirements of ASTM C 920 for uses indicated:
 - a. 50 percent movement in both extension and compression for a total of 100 percent movement.
 - b. 100 percent movement in extension and 50 percent movement in compression for a total of 150 percent movement.
- D. Multicomponent, Nonsag, Urethane Sealant: Type M; Grade NS; Class 25; exposure-related Use NT, and joint-substrate-related Uses M, A, and (as applicable to joint substrates indicated) O.

1. Additional Movement Capability: Provide sealant with the capability to withstand the following percentage change in joint width existing at time of installation, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, and remain in compliance with other requirements of ASTM C 920 for uses indicated:
 - a. 40 percent movement in extension and 25 percent in compression for a total of 65 percent movement.
 - b. 50 percent movement in both extension and compression for a total of 100 percent movement.
- E. Single-Component, Nonsag, Urethane Sealant: Type S; Grade NS; Class 25; and Uses NT, M, A, and (as applicable to joint substrates indicated) O.

2.5 MIXING

- A. For those products requiring mixing prior to application, comply with firestopping manufacturer's directions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other procedures needed to produce firestopping 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 firestopping. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning: Clean out openings and joints immediately prior to installing firestopping to comply with recommendations of firestopping manufacturer and the following requirements:
 1. Remove all foreign materials from surfaces of opening and joint substrates and from penetrating items that could interfere with adhesion of firestopping.
 2. Clean opening and joint substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with firestopping. Remove loose particles remaining from cleaning operation.
 3. Remove laitance and form release agents from concrete.
- B. Priming: Prime substrates where recommended by firestopping 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 firestopping from contacting adjoining surfaces that will remain exposed upon completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestopping materials. Remove tape as soon as it is possible to do so without disturbing firestopping's seal with substrates.

3.3 INSTALLING THROUGH-PENETRATION FIRESTOPS

- A. General: Comply with the "System Performance Requirements" article in Part 1 and the through-penetration firestop manufacturer's installation instructions and drawings pertaining to products and applications indicated.
- B. Install forming/damming materials and other accessories of types required to support fill materials during their application and in the position needed to produce the cross-sectional shapes and depths required to achieve fire ratings of designated through-penetration firestop systems. After installing fill materials, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.
- C. Install fill materials for through-penetration firestop systems by proven techniques to produce the following results:
 - 1. Completely fill voids and cavities formed by openings, forming materials, accessories, and penetrating items.
 - 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 INSTALLING FIRE-RESISTIVE JOINT SEALANTS

- A. General: Comply with the "System Performance Requirements" article in Part 1, with ASTM C 1193, and with the sealant manufacturer's installation instructions and drawings pertaining to products and applications indicated.
- B. Install joint fillers to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability and develop fire-resistance rating required.
- C. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint width that optimum sealant movement capability. Install sealants at the same time joint fillers are installed.
- D. Tool nonsag sealants immediately after sealant application and prior to the time skinning or curing begins. Form smooth, uniform beads of configuration indicated or required to produce fire-resistance rating, as well as to eliminate air pockets, and to ensure contact and adhesion of sealants with sides of joint. Remove excess sealant from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

3.5 IDENTIFICATION

- A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:

1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
2. Contractor's name, address, and phone number.
3. Designation of applicable testing and inspecting agency.
4. Date of installation.
5. Manufacturer's name.
6. Installer's name.

3.6 FIELD QUALITY CONTROL

- A. Inspecting agency employed and paid by Owner will examine completed firestopping to determine, in general, if it is being installed in compliance with requirements.
- B. Inspecting agency will report observations promptly and in writing to Contractor and Architect.
- C. Do not proceed to enclose firestopping with other construction until reports of examinations are issued.
- D. Where deficiencies are found, repair or replace firestopping so that it complies with requirements.

3.7 CLEANING

- A. Clean off excess fill materials and sealants adjacent to openings and joints as work progresses by methods and with cleaning materials approved by manufacturers of firestopping products and of products in which opening and joints occur.
- B. Protect firestopping during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they 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 firestopping immediately and install new materials to produce firestopping complying with specified requirements.

END OF SECTION

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes joint sealants for the following locations:
 - 1. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints of exterior openings where indicated.
 - c. Tile control and expansion joints.
 - d. Vertical control joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
 - e. Perimeter joints between interior wall surfaces and frames of interior doors, windows, and elevator entrances.
 - f. Perimeter joints of toilet fixtures.
 - g. Other joints as indicated.
 - 2. Interior joints in horizontal traffic surfaces as indicated below:
 - a. Control and expansion joints in cast-in-place concrete slabs.
 - b. Control and expansion joints in tile flooring.
 - c. Other joints as indicated.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.
- B. Provide joint sealants for interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause no staining or deterioration of joint substrates.
- C. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:
 - 1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
 - 2. Conduct field tests for each application indicated below:
 - a. Each kind of sealant and joint substrate indicated.
 - 3. Notify Architect seven days in advance of dates and times when test joints will be erected.
 - 4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.

- a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
 - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.4 ACTION 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 kind 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. Joint-Sealant Schedule: Include the following information:
 1. Joint-sealant application, joint location, and designation.
 2. Joint-sealant manufacturer and product name.
 3. Joint-sealant formulation.
 4. Joint-sealant color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- D. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- E. Preconstruction 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.
- F. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.

- G. Field-Adhesion Test Reports: For each sealant application tested.
- H. Warranties: Sample of special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.8 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
 - 2. When joint substrates are wet.
- B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.9 SEQUENCING AND SCHEDULING

- A. Sequence installation of joint sealants to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

1.10 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 Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: 20 years from date of Substantial Completion.

- C. 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 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealants to comply with the following:
1. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.

2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with ASTM C 920 and other requirements indicated on each Elastomeric Joint Sealant Data Sheet at end of this Section, including those requirements referencing ASTM C 920 classifications for Type, Grade, Class, and Uses.
- B. Products: Subject to compliance with requirements, provide one of the products specified in each Elastomeric Joint Sealant Data Sheet.
- C. GLAZING SEALANT shall be Dow Corning silicone sealant No. 795 or Tremco "Spectrem 2" or General Electric "Silglaze", in a standard color designated by the Architect.
- D. CONSTRUCTION SEALANT shall be Tremco "Spectrem 3" silicone Type S, Grade-NS. Class 50 or approved equal from Dow Corning or General Electric, in standard color designated by architect.
- E. ACRYLIC LATEX SEALANT shall be one-part conforming to ASTM C-834-76 as manufactured by TREMCO "Tremflex 834", PECORA or PTI. Color shall be selected by the Architect from standard colors. This material shall be used at interior areas around windows, doors, frames, precast concrete slabs, and interior masonry walls.
- F. ACOUSTICAL SEALANT shall conform to ASTM-D-217 and be a synthetic rubber base, as manufactured by TREMCO. This material shall be used wherever interior partitions butt up against exterior walls or drywall ceilings.
- G. ON-GRADE JOINT SEALANT shall be one or two-part, self-leveling pouring grade polyurethane as manufactured by Tremco THC 900/901", Pecora "NR-200", Sonaborn SL-2 or Master Mechanics "Vulkem #245".

2.3 JOINT SEALANT BACKINGS

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips of flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Open-cell polyurethane foam.
 - 2. Closed-cell polyethylene foam, nonabsorbent to liquid water and gas, nonoutgassing in unruptured state.
 - 3. Proprietary, reticulated, closed-cell polymeric foam, nonoutgassing, with a density of 2.5 pcf and tensile strength of 35 psi per ASTM D 1623, and with water absorption less than 0.02 gms/cc per ASTM C 1083.
 - 4. Any material indicated above.
- C. PRIMER: Provide type as recommended by the sealant manufacturer for the varied joint surfaces.

2.4 COMPRESSION SEALS

- A. Performed Foam Sealant: Manufacturer's standard preformed, precompressed, impregnated open-cell foam sealant manufactured from high-density urethane foam impregnated with a nondrying, water repellent agent; factory-produced in precompressed sizes and in roll or stick form to fit joint widths indicated and to develop a watertight and airtight seal when compressed to degree specified by manufacturer. Provide products which are permanently elastic, mildew-resistant, non-migratory, nonstaining, compatible with joint substrates and other joint sealers, and comply with the following requirements:
 - 1. Impregnating Agent: Neoprene rubber suspended in chlorinated.
 - 2. Density: 9-10 lb./cu. ft.
 - 3. Backing: Pressure sensitive adhesive, factory applied to one side, with protective wrapping.
 - 4. Color: Manufacturers standard gray at building expansion joint, black at all other locations.
 - 5. Acceptable Manufacturers/Products: Subject to compliance with requirements, provide one of the following or approved equal:
 - a. Dayton Superior Specialty Chemicals; Polytite Standard.
 - b. EMSEAL Joint Systems, Ltd.; Emseal 25V.
 - c. Sandell Manufacturing Co., Inc.; Polyseal.
 - d. Schul International, Inc.; Sealtite
 - e. Willseal USA, LLC; Willseal 150

2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - APPLICATION

3.1 SEALANT TYPE DETERMINATION

- A. USE EXTERIOR CONSTRUCTION SEALANT at above-grade exterior joints. Use same sealant at interior side of joint if exterior material is the same through the wall, such as a metal frame or single-wythe block wall.
- B. USE INTERIOR ACRYLIC LATEX SEALANT at all other above-grade interior joints, such as at interior hollow metal frames, wood, stone, brick or drywall, in any combination.
- C. USE PAVING SEALANT at all sealed joints on traffic bearing surfaces and at grade.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form release agents from concrete.
 - 4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 962 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Solvent-Release-Curing Sealant Installation Standard: Comply with requirements of ASTM C 804 for use of solvent-release-curing sealants.
- D. Latex Sealant Installation Standard: Comply with requirements of ASTM C 90 for use of latex sealants.
- E. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 19 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.
- F. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
 - 1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint fillers.
 - b. Do not stretch, twist, puncture, or tear joint fillers.
 - c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.
 - 2. Install bond breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.
- G. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.
- H. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
 - 1. Provide concave joint configuration per Figure 5A in ASTM C 62, unless otherwise indicated.
 - 2. Provide flush joint configuration, per Figure 5B in ASTM C 962, where indicated.
 - a. Use masking tape to protect adjacent surfaces of recessed tooled joints.

3. Provide recessed joint configuration, per Figure 5C in ASTM C 962, of recess depth and at locations indicated.
 - I. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, and to comply with sealant manufacturer's directions for installation methods, materials, and tools that produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in conformance with sealant manufacturer's recommendations.
- 3.4 CLEANING
- A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.
- 3.5 PROTECTION
- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they 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 that and installations with repaired areas are indistinguishable from original work.

****END OF SECTION****

STANDARD STEEL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following products manufactured in accordance with SDI Recommended Standards:
1. Doors: Seamless, hollow or composite construction standard steel doors for interior and exterior locations. (Indicated as Hollow Metal "HM" on the Door Schedules.)
 2. Frames: Pressed steel frames for doors, transoms, sidelights, borrowed lights, mullions, interior glazed panels, and other interior and exterior openings of following type: (Indicated as Hollow Metal "HM" on the Door Schedules.):
 - a. Welded unit type.
 3. Assemblies: Provide standard steel door and frame assemblies as required for the following:
 - a. Labeled and fire rated.
 4. Provide factory primed doors and frames to be field painted.
- B. The following sections contain requirements that relate to this Section:
1. Division 04 Section "Unit Masonry Assemblies" for building in of anchors and grouting of frames in masonry construction.
 2. Division 08 Section "Door Hardware" for door hardware.
 3. Division 09 Section "Painting" for painting primed doors and frames.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, core descriptions, fire-resistance ratings, and finishes.
- B. Shop Drawings: Include the following:
1. Elevations of each door type.
 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 each different wall opening condition.
 6. Details of anchorages, joints, field splices, and connections.
 7. Details of accessories.
 8. Details of moldings, removable stops, and glazing.
- C. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.
- B. Oversize Construction Certification: For assemblies required to be fire rated and exceeding limitations of labeled assemblies.

1.5 QUALITY ASSURANCE

- A. Provide doors and frames complying with Steel Door Institute "Recommended Specifications Standard Steel Doors and Frames" ANSI/SDI-100 and as herein specified.
- B. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- C. Testing Agency Qualifications: An independent agency qualified according to ASTM E 329 for testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain standard steel doors and frames through one source from a single manufacturer.
- E. Fire-Rated Door Sidelight and Transom 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.
 1. Test Pressure: Test according to NFPA 252 or UL 10C. After 5 minutes into the test, the neutral pressure level in furnace shall be established at 40 inches or less above the sill.
 2. Temperature-Rise Rating: At exit enclosures, provide doors that have a temperature-rise rating of 450 deg F maximum in 30 minutes of fire exposure.
- F. 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 or UL 9. Label each individual glazed lite.
- G. Smoke-Control Door Assemblies: Comply with NFPA 105 or UL 1784.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver doors and frames cardboard-wrapped or crated to provide protection during transit and job storage. Provide additional protection to prevent damage to finish of factory-finished doors and frames.

- B. Inspect doors and frames upon delivery for damage. Minor damages may be repaired provided refinished items are equal in all respects to new work and acceptable to Architect; otherwise, remove and replace damaged items as directed.
- C. Store doors and frames at building site under cover. Place units on minimum 4-inches high wood blocking. Avoid use of non-vented plastic or canvas shelters which could create humidity chamber. If cardboard wrapper on door becomes wet, remove carton immediately. Provide 1/4-inches spaces between stacked doors to promote air circulation.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide standard steel doors and frames by one of the following:
 - 1. Standard Steel Doors and Frames:
 - a. Ceco Corp.
 - b. Curries Company.
 - c. Republic Builders Products.
 - d. Pioneer Industries.
 - e. Steelcraft

2.2 MATERIALS

- A. Hot-Rolled Steel Sheets and Strip: Commercial quality carbon steel, pickled and oiled, complying with ASTM A 569 and ASTM A 568.
- B. Cold-Rolled Steel Sheets: Commercial quality carbon steel, complying with ASTM A 366 and ASTM A 568.
- C. Galvanized Steel Sheets: Zinc-coated carbon steel sheets of commercial quality, complying with ASTM A 526, or drawing quality, ASTM A 642, hot dipped galvanized in accordance with ASTM A 525, with A60 or G60 coating designation, mill phosphatized.
 - 1. Stainless Steel: ASTM Type 2, AISI Type 302, other 300 series to suit specified requirements.
- D. Supports and Anchors: Fabricate of not less than 18-gage sheet steel; galvanized where used with galvanized frames.
- E. Inserts, Bolts, and Fasteners: Manufacturer's standard units. Where items are to be built into exterior walls, hot-dip galvanize in compliance with ASTM A 153, Class C or D as applicable.
- F. Shop Applied Paint: Apply after fabrication.
 - 1. Primer: Rust-inhibitive enamel or paint, either air-drying or baking, suitable as a base for specified finish paints complying with ANSI A224.1, "Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames."

2.3 DOORS

- A. Provide metal doors of SDI grades and models specified below or as indicated on drawings or schedules:

1. Interior Doors: ANSI/SDI-100, Grade II, heavy-duty, Level 3 or 4, minimum 18-gage cold-rolled sheet steel faces.
2. Doors shall have beveled (1/8" in 2") hinge and lock edge with edge seam welded and ground smooth.

2.4 FRAMES

- A. Provide metal frames for doors, transoms, sidelights, borrowed lights, and other openings, of types and styles as shown on drawings and schedules. Conceal fastenings, unless otherwise indicated. Fabricate frames of minimum 16-gage cold-rolled steel.
 1. Fabricate frames with mitered, coped, or welded corners.
 2. Form exterior frames from 14-gage hot dipped A60 galvanized steel.
- B. Door Silencers: Except on weatherstripped frames, drill stops to receive 3 silencers on strike jambs of single-door frames and 2 silencers on heads of double-door frames.
- C. Plaster Guards: Provide minimum 26-gage steel plaster guards or mortar boxes at back of hardware cutouts where mortar or other materials might obstruct hardware operation and to close off interior of openings.

2.5 FABRICATION

- A. Fabricate steel door and frame units to be rigid, neat in appearance and free from defects, warp or buckle. Wherever practicable, fit and assemble units in manufacturer's plant. Clearly identify work that cannot be permanently factory-assembled before shipment, to assure proper assembly at project site. Comply with ANSI/SDI-100 requirements.
 1. Internal Construction: Manufacturer's standard honeycomb, polyurethane, unitized steel grid, vertical steel stiffeners, or rigid mineral fiber core with internal sound deadener on inside of face sheets where appropriate in accordance with SDI standards.
 2. Clearances: Not more than 1/8 inch at jambs and heads except between non-fire-rated pairs of doors not more than 1/4 inch. Not more than 3/4 inch at bottom.
- B. Fabricate exposed faces of doors and panels, including stiles and rails of nonflush units, from only cold-rolled steel.
- C. Tolerances: Comply with SDI 117 "Manufacturing Tolerances Standard Steel Doors and Frames."
- D. Fabricate frames, concealed stiffeners, reinforcement, edge channels, louvers and moldings from either cold-rolled or hot-rolled steel.
- E. Exposed Fasteners: Unless otherwise indicated, provide countersunk flat or oval heads for exposed screws and bolts.
- F. Finish Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware in accordance with final Door Hardware Schedule and templates provided by hardware supplier. Comply with applicable requirements of ANSI A115 Series Specifications for door and frame preparation for hardware.
 1. For concealed hardware, provide space, cutouts, reinforcing and provisions for fastening in doors and frames, as applicable.

- G. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware to be done at project site.
- H. Locate hardware as indicated on final shop drawings or, if not indicated, in accordance with "Recommended Locations for Builder's Hardware on Standard Steel Doors and Frames," published by Door and Hardware Institute.
- I. Shop Painting: Clean, treat, and paint exposed surfaces of steel door and frame units, including galvanized surfaces.
 - 1. Clean steel surfaces of mill scale, rust, oil, grease, dirt, and other foreign materials before application of paint.
 - 2. Apply shop coat of prime paint of even consistency to provide a uniformly finished surface ready to receive finish paint.
- J. Glazing Stops: Minimum 20 gage steel or .040-inch-thick aluminum.
 - 1. Provide non-removable stops on outside of exterior doors and on secure side of interior doors for glass, louvers, and other panels in doors.
 - 2. Provide screw applied removable glazing beads on inside of glass, louvers, and other panels in doors.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install standard steel doors, frames, and accessories in accordance with final shop drawings, manufacturer's data, and as herein specified.
- B. Placing Frames: Comply with provisions of SDI-105 "Recommended Erection Instructions For Steel Frames," unless otherwise indicated.
 - 1. Except for frames located at existing concrete, masonry or drywall installations, place frames prior to construction of enclosing walls and ceilings. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is completed, remove temporary braces and spreaders leaving surfaces smooth and undamaged.
 - 2. In masonry construction, locate 3 wall anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb. Acceptable anchors include masonry wire anchors and masonry Tee anchors. Provide four (4) wall anchors per jamb for frame over 7'-2" high.
 - 3. At existing concrete or masonry construction, provide 3 completed opening anchors per jamb adjacent to hinge location on hinge jamb and at corresponding heights on strike jamb, set frames and secure to adjacent construction with bolts and masonry anchorage devices.
 - a. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - 4. Install fire-rated frames in accordance with NFPA Standard No. 80.

C. Door Installation: Fit hollow metal doors accurately in frames, within clearances specified in ANSI/SDI-100.

1. Install fire-rated doors with clearances as specified in NFPA Standard No. 80.

3.2 ADJUST AND CLEAN

A. Prime Coat Touch-up: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touch-up of compatible air-drying primer.

B. Protection Removal: Immediately prior to final inspection, remove protective plastic wrappings from prefinished doors.

C. Final Adjustments: Check and readjust operating hardware items, leaving steel doors and frames undamaged and in complete and proper operating condition.

****END OF SECTION****

TRANSLUCENT WALL PANEL SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 DESCRIPTION

- A. Work included: Supply all labor and materials required to deliver and install the insulated translucent panel system. The following major items are included:

- 1. Insulated translucent panels.
- 2. Installation system.

- B. Related Sections: The following Sections contain requirements that relate to this section:

- 1. Division 4 Section "Unit Masonry Assemblies."
- 2. Division 7 Section "Joint Sealants" for joint sealers.

1.3 QUALITY ASSURANCE

- A. Manufacturer's and Erector's Qualifications.

- 1. Materials and products shall be manufactured by a company continuously and regularly employed in the manufacture of similar materials for a period of at least ten (10) consecutive years; and which can show evidence of these materials being satisfactorily used on at least six (6) projects of similar size, scope and type within such a period. At least three (3) of the projects shall have been in successful use for five (5) years of longer.
- 2. Erection shall be by an installer who has been in the business of erecting similar materials for at least five (5) consecutive years; and can shown evidence of satisfactory completion of projects of similar size, scope and type.

- B. Performance Requirements: The manufacturer shall be responsible for the configuration and fabrication of the complete panel system.

- C. Pre-installation Conference: Before beginning installation, conduct a pre-installation conference at the Project site with the system manufacturer, installer, installation crew and other interested parties to review procedures, schedules, and coordination of the installation with other elements of the Work.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of the Contract and Division 1 Specification Sections.

1. Substitutions for products as specified MUST be submitted in accordance with Division 1. Substitute products not submitted in accordance with Division 1 Section "Product Requirements" will NOT be considered
 - B. Product data: Submit in accordance with Division 1, Shop Drawings and Submittals. Include both published data and specific data prepared for this project.
 - C. Test reports to be furnished by sandwich panel system manufacturer in accordance with Division 1. The manufacturer shall submit certified test reports made by an independent testing organization for each type and class of panel system. Reports shall verify that the material will meet all performance requirements of this specification. Previously completed test reports will be acceptable if current and indicative of products used on this project. Test reports required are:
 1. Flame Spread and Smoke Development (ASTM E-84)
 2. Burn Extent (ASTM D-635)
 3. Color Difference (ASTM -2244)
 4. Impact Strength (SPE Method)
 5. Bond Strength (ASTM C-297 and ASTM D-1002)
 6. Accelerated Aging (ASTM D-1037)
 7. Insulation "U" Factor (ASTM C-236)
 - D. Proof of regular, independent quality control monitoring by an approved agency shall be submitted.
 - E. Shop Drawings: Submit shop drawings for approval prior to fabrication. Include detailed plans, elevations, and details of framing members, translucent glazing materials, sealants and fasteners, anchors, thickness' and types of formed flashing and closures and relationship to adjacent materials.
 - F. Samples: Submit pairs of samples of each type and color of aluminum finish, on 12" long sections of extrusions or formed shapes and on 6" square sheets. Where color or texture variations are anticipated, include 2 or more units in each set of samples indicating extreme limits of variations. Submit pairs of samples of each type of translucent glazing materials. Each sample shall be 12" square.
- 1.5 DELIVERY STORAGE AND HANDLING
- A. Deliver materials and products in labeled and protective packages. Store and handle in strict compliance with manufacturer's instructions and recommendations, including storing translucent panels on the long edge, several inches above the ground, blocked and under cover to prevent warping.
 - B. Protect from sunlight, weather and excessive temperatures and construction operations.
- 1.6 PROJECT CONDITIONS
- A. Field Measurements: Check openings by field measurement before fabrication to ensure proper fitting of work; show measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay in the work. Where necessary, proceed

with fabrication without field measurement, and coordinate fabrication tolerances to ensure proper fit.

1.7 WARRANTY

A. System warranty: Provide written warranty signed by manufacturer, agreeing to repair or replace work which exhibits defects in materials or workmanship. Defects are defined to include uncontrolled leakage of water, abnormal aging or deterioration, or failure to perform as required.

1. Warranty period: 5 years form date of completion.

B. Translucent Glazing Material Warranty: Provide written warranty signed by manufacturer, agreeing to repair or replace glazing materials which exhibit defects in materials or workmanship. Defects are defined to include fiberbloom, delamination of coating from exterior sheet, or more than 15% discoloration.

PART 2 - PRODUCTS

2.1 Manufacturers

A. Manufacturer: Subject to compliance with requirements provide translucent wall systems as manufactured by Major industries or approved equal from Kalwall Corp.

2.2 MATERIALS

A. Flammability - The interior face sheet shall have a flame spread rating no greater than 20 and smoke developed no greater than 200 when tested in accordance with ASTM E-84. Burn extent by ASTM D-635 shall be no greater than 1". Faces shall not deform, deflect or drip when subjected to fire or flame.

B. Weatherability

1. The full thickness of the exterior face shall not change color more than 4.0 Units (DELTA E by ASTM D-2244) after five (5) years outdoor South Florida weathering at 45° facing South, per ASTM D 1435. Fabricate from colorfast resins.

2. The exterior face shall have a permanent glass erosion barrier to provide maximum long term resistance to surface erosion.

3. The exterior face shall have a self-cleaning thermoset DuPont Tedlar, surface molecularly bonded under factory controlled conditions, minimum 1mil thick, fully field refinishing if worn or damaged.

C. Appearance

1. The faces shall be uniform in color to prevent splotchy appearance. Faces shall be completely free of ridges and wrinkles which prevent proper surface contact in bonding to the aluminum grid core. Clusters of air bubbles/pinholes which collect moisture and dirt will not be acceptable.

2. Exterior face sheets shall be .070" thick and white in color. Interior face sheets shall be .045" thick and white in color. Faces shall not vary more than ± 10% in thickness.

- D. Strength - The exterior face sheet shall be uniform in strength and repel an impact equal to 60 lbs without fracture or tears in accordance with SPI Shatter Resistance Test.

2.3 NON-COMBUSTIBLE GRID CORE

- A. The aluminum I-beams shall be 6063-T6 with provisions for mechanical interlocking of muntin-mullion and perimeter to prevent high and low intersections which do not allow full bonding surface to contact with face material. Width of I-beam shall be no less than 7/16". Aluminum I-beam for the grid shall be machined to tolerances of not greater than $\pm .002$ ".

2.4 ADHESIVE

- A. The laminate adhesive shall be heat and pressure resin-type engineered for structural sandwich panel use. Adhesive shall pass testing requirements specified by the International Conference of Building Officials "Acceptance Criteria for Sandwich Panel Adhesive." Minimum strength shall be:
 - B. 750 PSI tensile strength by ASTM C-297 after two (2) exposures to six (6) cycles each of the aging conditions prescribed by ASTM D-1037.
 - C. 700 PSI Shear strength per ASTM D-1002 and after accelerated ageing per ASTM D 1183.

2.5 PANEL CONSTRUCTION

- A. Panels shall have a thickness of 2-3/4" with a "U" factor of .24; light transmission of 20%.
- B. Translucent panels shall be a true sandwich panel of flat fiberglass sheets bonded to a grid core of mechanically interlocking aluminum I-beams and shall be laminated under a controlled process of heat and pressure.
- C. All grid patterns shall be 12" x 24" nominal Shoji and be symmetrical about the horizontal centerline of each panel.
- D. The adhesive bonding line shall be straight, cover the entire width of the I-beam and have a neat, sharp edge. In order to insure bonding strength, white spots at intersections of muntins and mullions shall not exceed four (4) for each 40 sq. ft. of panel, nor shall they be more than 3/64" in width.

2.6 BATTENS AND PERIMETER CLOSURE SYSTEMS

- A. Extruded 6063-T6 and 6063-T5 aluminum screw clamp closure system. Thermal break perimeter system shall be factory prefabricated with "U"=.50 or less. Curved closure systems (if applicable) shall be roll-formed.
- B. All battens and perimeter closures to be supplied with Type 304 stainless steel screws. Receiving channels for screws shall be continuous, with length of each member extruded as part of the member.
- C. All exposed aluminum to architectural corrosion resistant finish equal to ASNI/AAMA 605.2-85-custom color to be selected by Architect.

2.7 FLEXIBLE SEALING TAPE

- A. Sealing tape shall be manufacturer's standard pre-applied to closure system at the factory under controlled conditions.

2.8 ALUMINUM FINISH

- A. Provide the following for interior and exterior exposed aluminum surfaces.
 - 1. Fluoropolymer Coating: Two coat 70 percent Kynar 500/Hylar 5000 resin base Fluoropolymer finish complying with AAMA 605.2. Provide custom color to be selected by Architect.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Take field dimensions and examine conditions of substrates, supports, and other conditions under which this work is to be performed and notify Construction Manager, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected.

3.2 ERECTION

- A. Isolate between aluminum and dissimilar metals with a protective coating or plastic strip to prevent electrolytic corrosion.
- B. The erector shall erect translucent panel system in strict compliance with manufacturer's instructions and recommendations. Match profiles, sizes and spacings indicated on approved shop drawings as supplied by manufacturer. Fastening and sealing shall be in strict accordance with manufacturer's shop drawings. Ensure that weep and condensation control system operates properly. All aluminum shall be cleaned before sealants are applied.
- C. Coordinate installation with adjacent work such as roofing, sheet metal and other work to ensure creation of a complete weatherproof assembly. Anchor work securely to supporting structure, but allow for differential and thermal movement.
- D. After other trades have completed work on adjacent material, carefully inspect translucent panel installation and make adjustments necessary to insure proper installation and weather-tight conditions.
- E. All staging, lifts and hoists required for the complete insulated panel installation, including staging, etc., necessary for field measuring, shall be provided by, set up and maintained by the erection contractor.

3.3 ADJUSTING, CLEANING AND PROTECTION

- A. During installation, remove labels, part numbers markings, sealant smears, hand prints and construction dirt from all components.
- B. Touch-up damaged coatings and finishes and repair minor damage to eliminate all evidence of repair. Remove and replace work which cannot be satisfactorily repaired.
- C. Clean all exposed surfaces including metal and glass using non-abrasive materials and methods recommended by manufacturer of material and product being cleaned. Remove and replace work that cannot be successfully cleaned.
- D. Re-clean as necessary to prevent damage. Protect completed work from damage and deterioration and inspect immediately before final acceptance of project.

END OF SECTION

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. Sliding doors.
 - 3. 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, power supplies, back-ups and surge protection.
 - 3. Cylinders specified for doors in other sections.
- C. Related Sections:
 - 1. Division 08 Section "Door Hardware Schedule".
 - 2. Division 08 Section "Hollow Metal Doors and Frames".
 - 3. Division 08 Section "Fiberglass Reinforced Plastic Doors".
 - 4. Division 08 Section "Flush Wood Doors".
- 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 80 - Fire Doors and Windows.
 - 4. NFPA 101 - Life Safety Code.
 - 5. NFPA 105 - Installation of Smoke Door Assemblies.
 - 6. Michigan Building Code, 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.
 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.
 2. Electrical Coordination: Coordinate with related Division 26 Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.

- D. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.
- E. 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. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.
- F. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

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: Installers, trained by the primary product manufacturers, with a minimum 3 years documented experience installing both standard and electrified builders 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 in good standing 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.
 - 1. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- D. Source Limitations: Obtain each type and variety of Door Hardware specified in this Section from a single source, qualified supplier 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. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:
 - 1. NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1 as follows:
 - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
 - b. Door Closers: Comply with the following maximum opening-force requirements indicated:
 - 1) Interior Hinged Doors: 5 lbf applied perpendicular to door.
 - 2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - c. Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.
 3. NFPA 101: Comply with the following for means of egress doors:
 - a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
 - b. Thresholds: Not more than 1/2 inch high.
 4. Fire-Rated Door Assemblies: Provide door hardware for 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 NFPA 252 (neutral pressure at 40" above sill) or UL-10C.
 - a. Test Pressure: Positive pressure labeling.
- F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- G. 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.
- H. 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
- I. 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: Related Division 08 Sections (Steel, Aluminum and Wood) 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. Ten years for mortise locks and latches.
 2. Five years for exit hardware.
 3. Twenty five years for manual surface door closers.
 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.
- B. Continuing Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

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.
1. 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:
 - a. 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.
- B. 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 as specified in the Door Hardware Sets.
1. Quantity: Provide the following hinge quantity, unless otherwise indicated:
 - 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 where indicated in the Hardware Sets or on Drawings:
 - 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 following applications:
 - 1) Out-swinging exterior doors.
 - 2) Out-swinging access controlled doors.
 - 3) Out-swinging lockable doors.
 5. Acceptable Manufacturers:
 - a. Hager Companies (HA).
 - b. McKinney Products (MK).
 - c. Stanley Hardware (ST).
- B. Continuous Geared Hinges: ANSI/BHMA A156.26 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. Provide concealed flush mount (with or without inset), full surface, or half surface, in standard and heavy duty models, as specified in the Hardware Sets. Concealed continuous hinges to be U.L. listed for use on up to and including 90 minute rated door installations and

U.L. listed for windstorm components where applicable. Factory cut hinges for door size and provide with removable service power transfer panel where indicated at electrified openings.

1. Acceptable Manufacturers:
 - a. Pemko Manufacturing (PE).
 - b. Select Hinge (SE).
 - c. Stanley Hardware (ST).

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. Acceptable Manufacturers:
 - a. Securitron (SU) - EL-CEPT Series.

- B. Electric Door Hardware Cords: Provide electric 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 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. Acceptable Manufacturers:
 - a. McKinney Products (MK) - Inner Door Cord 3 inches: QC-C003P.
 - b. McKinney Products (MK) - Inner Door Cord 3 foot door: QC-C206P.
 - c. McKinney Products (MK) - Inner Door Cord 4 foot door: QC-C306P.
 - d. McKinney Products (MK) - Inner Door Cord 15 feet: QC-C1500P.
 - e. McKinney Products (MK) - Hinge to Junction Panel 15 feet: QC-C1500P.

2. Provide one each of the following tools as part of the base bid contract:

- a. McKinney Products (MK) - Electrical Connecting Kit: QC-R001.
- b. McKinney Products (MK) - Connector Hand Tool: QC-R003.

2.4 DOOR OPERATING TRIM

- A. Door Push Plates and Pulls: ANS/BHMA A156.6 certified door pushes and pulls of type and design specified below or in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

1. Push/Pull Plates: Minimum .050 inch thick, size as indicated in hardware sets, with beveled edges, secured with exposed screws unless otherwise indicated.

2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.
 - a. Acceptable Manufacturers:
 - 1) Any member of Builders Hardware Manufacturers Association (BHMA).

2.5 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.
- B. Source Limitations: Obtain each type of keyed cylinder and keys from the same source manufacturer as locksets and exit devices, unless otherwise indicated.
- C. Cylinders: Original manufacturer cylinders complying with the following:
 1. Mortise Type: Fixed core, threaded cylinders with rings and straight- or clover-type cam.
 2. Rim Type: Fixed core, cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
 3. 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.
 4. Keyway: Corbin Russwin 67 and 77 keyway families.
- D. Keying System: Each type of lock and cylinders to be keyed to keys provided by Owner. Conduct specified "Keying Conference" to define and document keying system instructions and requirements. Furnish nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner. Incorporate decisions made in keying conference, and as follows:
 1. Master Key System: Cylinders are operated by a change key and a master key.
 2. Grand Master Key System: Cylinders are operated by a change key, a master key, and a grand master key.
 3. Great-Grand Master Key System: Cylinders are operated by a change key, a master key, a grand master key, and a great-grand master key.
 4. Existing System: Master key or grand master key locks to Owner's existing system.
 5. Keyed Alike: Key all cylinders to same change key.
- E. Key Quantity: Provide the following minimum number of keys:
 1. Change Keys per Cylinder: Two (2)
- F. Owner shall provide keys for pinning purposes only. Cylinders shall be pinned to suit Owner provided bitting numbers and shall not be pinned using an existing key. Owner provided keys shall not be duplicated and shall be returned directly to Owner's representative when keying of cylinders is complete.

2.6 MECHANICAL LOCKS AND LATCHING DEVICES

- A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified mortise locksets furnished in the functions as specified in the Hardware Sets. Locksets to be manufactured with a corrosion resistant, stamped 12 gauge minimum formed steel case and be field-reversible for handing without disassembly of the lock body. Lockset trim (including knobs, levers, escutcheons, roses) to be the product of a single manufacturer. Furnish with standard 2 3/4" backset, 3/4" throw anti-friction stainless steel latchbolt, and a full 1" throw stainless steel bolt for deadbolt functions.
1. Acceptable Manufacturers:
 - a. Corbin Russwin Hardware (RU) – ML2000 Series.
 - b. No Substitution – Facility Standard.
 - B. Lock Trim Design: As specified in Hardware Sets.

2.7 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.
- B. Standards: Comply with the following:
1. Strikes for Mortise Locks and Latches: BHMA A156.13.

2.8 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.
 - a. Fire Exit Removable Mullions: Provide keyed removable mullions for use with fire exit devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic

protection, based on testing according to UL 305 and NFPA 252. Mullions to be used only with exit devices for which they have been tested.

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 not acceptable except in any case where the door light extends behind the device as in a full glass configuration.
 5. Flush End Caps: Provide heavy weight impact resistant flush end caps made of architectural metal in the same finish as the devices as in the Hardware Sets. Plastic end caps will not be acceptable.
 6. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty trim with cold forged escutcheons, beveled edges, and four 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. Provided free-wheeling type trim where indicated.
 - b. Where function of exit device requires a cylinder, provide an interchangeable core type keyed cylinder (Rim or Mortise) as specified in Hardware Sets.
 7. Vertical Rod Exit Devices: Provide and install interior surface and concealed vertical rod exit devices as Less Bottom Rod (LBR) unless otherwise indicated.
 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. Rail Sizing: Provide exit device rails factory sized for proper door width application.
 11. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
 12. Install exit devices at centerline from floor as specified in Part 3.3.B.1 of this Section to suit door designs and ADA requirements.
- 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. Mounting rails to be formed from smooth stainless steel, brass or bronze architectural materials no less than 0.072" thick, with push rails a minimum of 0.062" thickness. Painted or aluminum metal rails are not acceptable. Exit device latch to be investment cast stainless steel, pullman type, with deadlock feature.
1. Acceptable Manufacturers:
 - a. Sargent Manufacturing (SA) - 80 Series.
 - b. Stanley Precision (PR) - Apex 2000 Series.
- C. Tube Steel Removable Mullions: ANSI/BHMA A156.3 removable steel mullions with malleable-iron top and bottom retainers and a primed paint finish. Provide keyed removable feature,

stabilizers, and mounting brackets as specified in the Hardware Sets. At openings designed for severe wind load conditions due to hurricanes or tornadoes, provide manufacturers approved mullion and accessories to meet applicable state and local windstorm codes.

1. Acceptable Manufacturers:
 - a. Sargent Manufacturing (SA) - 980S Series.
 - b. Stanley Precision (PR) - 822 Series.

2.9 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 and UBC 7-2 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.
 - a. Where closers are indicated to have mechanical dead-stop, provide heavy duty arms and brackets with an integral positive stop.
 - b. Where closers are indicated to have mechanical hold open, provide heavy duty units with an additional built-in mechanical holder assembly designed to hold open against normal wind and traffic conditions. Holder to be manually selectable to on-off position.
 - c. Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.
 - d. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.
5. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates, and through-bolt or security type fasteners as specified in the door Hardware Sets.

B. Door Closers, Surface Mounted (Large Body Cast Iron): 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 body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control.

1. Acceptable Manufacturers:

- a. LCN Closers (LC) – 4011 / 4111 Series.
- b. No Substitution – Facility Standard.

2.10 AUTOMATIC DOOR OPERATORS - GENERAL

- A. General: Provide operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for compliance with UL 325. Coordinate operator mechanisms with door operation, hinges, and activation devices.
 1. Fire-Rated Doors: Provide door operators for fire-rated door assemblies that comply with NFPA 80 for fire-rated door components and are listed and labeled by a qualified testing agency.
- B. Electrohydraulic Door Operators: Self-contained low-pressure units with rack and pinion design contained within a cast aluminum housing. Door closing speed controlled by independent hydraulic adjustment valves in the sweep and latch range of the closing cycle. Operator is to provide conventional door closer opening and closing forces unless the power operator motor is activated. Unit is to include an adjustable hydraulic backcheck valve to cushion the door speed if opened violently. Non-handed units for both push and pull side applications.
- C. Brackets and Reinforcements: Manufacturer's standard, fabricated from aluminum with nonferrous shims for aligning system components.

2.11 LOW ENERGY DOOR OPERATORS (ALTERNATE PRICE NO. 2)

- A. Standard: Certified ANSI/BHMA A156.19.
 1. Performance Requirements:
 - a. Opening and Closing Force if Power Fails: Door operator shall provide conventional door closer opening and closing forces unless the power operator motor is activated.
 - b. Entrapment Protection: Not more than **15 lbf** required to prevent stopped door from closing or opening.
- B. Configuration: Surface mounted. Door operators to control single swinging and pair of swinging doors.
- C. Operation: Power opening and spring closing operation capable of meeting ANSI A117.1 accessibility guideline. Provide time delay for door to remain open before initiating closing cycle as required by ANSI/BHMA A156.19. When not in automatic mode, door operator to function as manual door closer with fully adjustable opening and closing forces, with or without electrical power.
 1. On-off switch to control power to be key switch operated.
- D. Features: Operator units to have full feature adjustments for door opening and closing force and speed, backcheck, motor assist acceleration from 0 to 30 seconds, time delay, vestibule interface delay, obstruction recycle, and hold open time from 0 up to 30 seconds.

1. Provide outputs and relays on board the operator to allow for coordination of exit device latch retraction, electric strikes, magnetic locks, card readers, safety and motion sensors and specified auxiliary contacts.
- E. Acceptable Manufacturer and model:
- a. Norton Door Controls – 6020 Series.

2.12 ACTIVATION DEVICES

- A. General: Provide activation devices in accordance with ANSI/BHMA A156.19 standard, for condition of exposure indicated and for long term, maintenance free operation under normal traffic load operation. Coordinate activation control with electrified hardware and access control interfaces. Activation switches are standard SPST, with optional DPDT availability.
- B. Push-Plate Switch: Momentary contact door control switch with push-plate actuator.
1. Configuration: Square or round push-plate control switch with single or double gang junction box mounting. Provide narrow profile face plate where indicated for jamb or mullion mounting.
 - a. Mounting Location: As indicated on Drawings.
 2. Push-Plate Material: Stainless steel.
 3. Message: International symbol of accessibility with "Push (Press) to Open (Operate)" text.
- C. Wireless or Remote Radio-Control Switch: Manufacturer's standard radio control system consisting of header mounted receiver and remote transmitter activation device.
- D. Signage: As required by cited ANSI/BHMA A156.19 standard for the type of operator.
- E. Finishes: Designations used to indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- F. 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. Units will be sprayed with a combination of waterborne acrylic and polyester powder coat.
- G. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

2.13 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. Metal Protection Plates: ANSI/BHMA A156.6 certified metal protection plates (kick, armor, or mop), beveled on four edges (B4E), fabricated from the following:
 - a. Stainless Steel: 300 series, 050-inch thick, with countersunk screw holes (CSK).
4. Fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets.
5. Acceptable Manufacturers:
 - a. Any member of Builders Hardware Manufacturers Association (BHMA).

2.14 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. Acceptable Manufacturers:
 - a. Any member of Builders Hardware Manufacturers Association (BHMA).
- C. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.
 1. Acceptable Manufacturers:
 - a. Any member of Builders Hardware Manufacturers Association (BHMA).

2.15 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 UBC 7-2, 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, based on testing according to ASTM E 1408.
- 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. Acceptable Manufacturers:
 - 1. Pemko Manufacturing (PE).
 - 2. Reese Enterprises, Inc. (RS).
 - 3. Zero International (ZE).

2.16 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. Option available for latchbolt and latchbolt strike monitoring indicating both the position of the latchbolt and locked condition of the strike.
 - 1. Acceptable Manufacturers:
 - a. Folger Adam EDC (FO).
 - b. HES (HE).
 - c. Von Duprin (VD).
- 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. Acceptable Manufacturers:
 - a. HES (HE) - 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.

2.17 ELECTRONIC ACCESSORIES

- A. 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. Acceptable Manufacturers:
 - a. Securitron (SU) - DPS Series.
- B. Switching Power Supplies: Provide UL listed or recognized filtered and regulated power supplies. Provide single, dual, or multi-voltage units as shown in the hardware sets. Units must be expandable up to eight Class 2 power limited outputs. Units must include the capability to incorporate a battery backup option with integral battery charging capability in addition to operating the DC load in event of line voltage failure. Provide the least number of units, at the appropriate amperage level, sufficient to exceed the required total draw for the specified electrified hardware and access control equipment.
 - 1. Acceptable Manufacturers:
 - a. Securitron (SU) - AQ Series.

2.18 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.

2.19 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. Exit devices shall be installed at 38 – 7/16 inches from floor to centerline of push rail.
 - 2. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 3. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 - 4. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 - 5. 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. and 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 SCHEDULE

- 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. Manufacturer's Abbreviations:

1. MK - McKinney
2. PE - Pemko
3. RF - Rixson
4. RO - Rockwood
5. RU - Corbin Russwin
6. SA - Sargent
8. HS - HES
10. LC - LCN Closers
12. SU - Securitron

Set: 20.0

Doors: A108A

2 Continuous Hinge	CFM85HD1		PE
1 Removable Mullion	12-L980	PC	SA
2 Fire Exit Device	12 19 43 NB8713 ETL	US32D	SA
1 Mort. Cylinder	To Suit Owner's Existing Key System	626	RU
2 Surface Closer	4111 EDA	AL	LC
2 Kick Plate	K1050 10" high 4BE CSK	US32D	RO
2 Wall Stop	400	US26D	RO
1 Smoke Seal	S88D		PE
1 Astragal	S771D		PE

END OF SECTION

REFINISHING OF EXISTING WOOD ATHLETIC FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY:

- A. Extent of wood athletic flooring is indicated on drawings and in schedules.
- B. Types of wood athletic flooring required to be refinished.
 - 1. Wood strip iron bound floor system.
 - a. Location: Gymnasium.
- C. Related sections: The following sections contain requirements that relate to this section:
 - 1. Division 9, Section "Wood Athletic Flooring" for partial replacement of existing wood floor.

1.3 QUALITY ASSURANCE:

- A. Installer Qualifications: Firm specializing in installation of athletic/gymnasium wood flooring, with not less than 3 years' successful experience in installation of the types of flooring required.
- B. Single Installer Responsibility: Entire wood athletic floor system shall be refinished by a single firm (herein called the Installer), for undivided responsibility.
- C. General Standards: Comply with Maple Flooring Manufacturing Association (MFMA) standards and recommendations for flooring refinishing.

1.4 SUBMITTALS:

- A. Product Data:
 - 1. Submit manufacturer's detailed technical product data and refinishing instructions for each athletic flooring system.
 - 2. Submit proposed gym floor finish product and written description of application protocol for review and approval prior to placement of order for materials. Obtain Owner's written approval prior to commencement of work.
- B. Shop Drawings: Submit shop drawings indicating method of refinishing. Include layout, colors, widths and dimensions of game lines and markings.
- C. Samples: Submit samples of flooring finish together with color chips for game line markings.
- D. Special Project Warranty: Submit copies of 3-year warranty for finished wood flooring and associated work, agreeing to repair flooring which fails to perform as required or as

represented by manufacturer, due to failures of materials and workmanship and not due to unusual exposure to moisture or other abusive forces and elements not anticipated for application. Warranty shall be signed by Refinishing Contractor, who shall assume responsibility for obtaining adequate warranties on materials from manufacturers.

PART 2 - PRODUCTS

2.1 ACCESSORY MATERIALS FOR WOOD ATHLETIC FLOORING:

- A. Floor Sealer: Penetrating type, pliable, wood-hardening sealer and finish; as recommended by flooring manufacturer and approved by Maple Flooring Manufacturers Association (MFMA).
- B. Gym Floor Finish: Epoxy resin or other synthetic resin type gym floor finish designed to minimize "rubber-burning" as recommended by flooring manufacturer and approved by MFMA.

PART 3 - EXECUTION

3.1 INSTALLATION:

- A. General: Comply with flooring manufacturer's instructions and recommendations for applications indicated, but not less than Maple Flooring Manufacturers Association standards and Wood & Synthetic Flooring Institute standards.

3.2 SANDING AND REFINISHING:

- A. Machine Sanding:
 - 1. Sand the entire gym floor at a 45 degree angle with either #3 or #4 paper to remove any leveling problems.
 - 2. Sand the entire floor (with the grain) with the same grade paper as in item .01 above to remove diagonal sanding lines.
 - 3. Sand the entire floor with #2 paper with the grain.
 - 4. Sand the entire floor with #1 paper with the grain.
 - 5. Sand the entire floor with #00 paper with the grain.
 - 6. Sand screen disc the entire floor area with 80 or 100 grit sand screen disc to eliminate sanding marks and close the pores of the wood, in order to receive the sealer properly.
 - 7. After all sanding operations, loose sand dust and poly will be removed by sweeping or vacuuming.
- B. Sealing:
 - 1. Vacuum the entire gym floor and check to confirm that entire surface of each piece has been sanded, and that the floor is level and smooth without ridges or cups.
 - 2. Tack rag the entire gym floor twice with water-less cleaner in order to remove any dust and sanding particles from the gym floor.

3. Apply first coat of sealer to the gym floor.
 4. Apply second coat of sealer to the gym floor.
 5. Sand screen disc the entire floor area with used 100 grit sand screen disc to eliminate sanding marks and close the pores of the wood, in order to receive the sealer properly.
 6. Tack rag the entire gym floor twice in order to remove any dust and sanding particles from the gym floor.
 7. The gym floor is now ready to have the game court lines measured, taped, and installed.
- C. Finish: Apply gym floor finish in accordance with manufacturer's instructions.
1. When paint is dry on game courts, apply first coat of finish to the gym floor.
 2. Apply final coat of finish to the gym floor.
 3. Prevent traffic on finished floor for a minimum of 10 days.
- D. Lines and Markers: Prior to application of last coat of floor finish, lay out lines, field and other markings as indicated for colored enamel application. Mask flooring to provide sharp edges. Apply gym enamel in 1.0 mil thickness, in colors as indicated, or as selected by Architect. Where game lines cross, break minor game line at intersection; do not overlap lines.
1. Game lines shall be laid out in accordance with NCAA standards. Coordinate work with Owner. Game lines shall be approved by Architect and Owner prior to application of the finishing coats.

3.3 PROTECTION:

- A. Protect completed wood flooring during remainder of construction period with heavy Kraft paper or other suitable covering, so that flooring and finish will be without damage or deterioration at time of acceptance.

END OF SECTION

WOOD GYMNASIUM FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION

- A. Anchored and resilient wood gymnasium flooring system.
 - 1. Third Grade Maple Flooring at floor area.
 - 2. Integration of wood gymnasium flooring system and subfloor system as described herein with existing gymnasium floor.
- B. Related work specified under other sections.
 - 1. Concrete Subfloors: Division 3 Section "Cast-in-place Concrete":
 - a. Slab depression: 2-1/8" for 25/32" flooring.
 - b. The general contractor shall furnish and install the concrete subfloors, depressing the slab sufficiently to accommodate the floor system. The slab shall be steel troweled and finished smooth to a tolerance of 1/8" in any 10' radius. High spots shall be ground level, and low spots filled in with approved leveling compound.
 - c. Concrete slab aggregate shall be 3/4" screen crushed limestone or similar type material (no river gravel), free of curing agents. Concrete shall develop an average of 4,000 PSI compression after 28 days.
 - 2. Thresholds: Division 8 Section "Finish Hardware."

1.3 REFERENCES

- A. MFMA - Maple Flooring Manufacturers Association.

1.4 QUALITY ASSURANCE

- A. Manufacturer: Manufacturer of resilient flooring shall be a firm specializing in manufacturing products specified in this section.
- B. Installer: The complete installation of the flooring system shall be carried out by an experienced wood floor contractor approved by the manufacturer and the work shall be performed in accordance with most recent installation instructions of the manufacturer.
 - 1. The complete installation of the flooring system, as described in the scope of these specifications, shall be carried out by an MFMA Mill Accredited Installation Company, and the work shall be performed in accordance with most recent installation instructions of the manufacturer.
 - 2. The MFMA Mill Accredited Installation Company shall be liable for all matters related to installation for a period of one year after the floor has been substantially installed and completed.

1.5 SUBMITTALS

- A. Product Data: Submit proposed gym floor finish product and written description of application protocol for review and approval prior to placement of order for materials. Obtain Owner's written approval prior to commencement of work.
- B. Submit manufacturer's specification and data sheets.
- C. Submit one sample of specified system.
- D. Maintenance Literature - Upon completion of floor installation, send to owner, attendants or individuals in charge and responsible for the upkeep of the building a CARE CARD. This card spells out care and maintenance instructions including temperature and humidity ranges for areas where flooring is installed.

1.6 WORKING CONDITIONS

- A. The wood flooring specified herein shall not be installed until all translucent wall panel system work is completed, and overhead mechanical trades and painters have finished in the wood floor areas. The building shall be enclosed and weather tight.
- B. Permanent heat, light and ventilation shall be installed and operating during and after installation, maintaining a temperature range of 55 degrees to 78 degrees and a relative humidity range of 35% to 50%. Ideal installation and storage conditions are the same as those which will prevail when building is occupied.
- C. After floors are finished, area to be kept locked by general contractor to allow curing time for finish. If after required curing time general contractor or owner requires use of gym, he shall protect the floor by covering with non-fibered Kraft paper or red rosin paper with taped joints, until acceptance by owner of complete gymnasium floor.

1.7 WARRANTY

- A. Manufacturer shall warrant the flooring materials it has supplied to be free from manufacturing defects for a period of one year from date of substantial completion and the flooring contractor shall warrant the installation to be free from defects for the same period.
- B. The foregoing warranty is in lieu of and excludes all other warranties not expressly set forth herein, whether express or implied, including, but not limited to any implied warranties of merchantability or fitness. Manufacturer and its contractors shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause relating thereto, and their liability hereunder in any case is expressly limited to the replacement of goods not complying with this agreement, or, at their election, to the repayment of, or crediting Buyer with, an amount equal to the purchase price of such goods, whether such claims are for breach of warranty or negligence.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Approved Equal Manufacturers - Manufacturers other than those listed below must be approved by written addendum. Materials from non-approved manufacturers will not be accepted.
- B. Floor system:

1. Provide Connor "Duracushion I" sports floor system or approved equal.

2.2 MATERIALS

- A. Vapor Barrier: 6 mil polyethylene.
- B. Resilient Pads: Connor Duracushion pads, 3/8" X 2-1/4" X 3".
- C. Subfloor: 2 layers of 15/32" APA rated plywood sheathing.
- D. Flooring: 25/32" X 1-1/2", Second & Better Grade, Northern Hard Maple Flooring, TGEM, MFMA Grade marked and stamped as manufactured by Connor Sports Flooring, Amasa, MI.
- E. Fasteners:
 1. Flooring Fasteners: 2" barbed cleats or coated staples.
 2. Subfloor Fasteners: 1" staples or equivalent.
- F. Finish Materials: Connor oil modified polyurethane seal and finish or equal.
- G. Game Lines: Game line paint shall be recommended by the finish manufacturer and compatible with finish.
- H. Wall Base: 3" X 4", heavy duty, molded, vented cove base with pre-molded outside corners.
- I. Threshold Plates: 6" x 1/4" beveled edge fluted aluminum.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect concrete slab for proper tolerance and dryness. Report any discrepancies to general contractor.
- B. Concrete slab shall be broom cleaned by general contractor.
- C. Floor contractor to approve field conditions prior to commencement of installation.

3.2 INSTALLATION

- A. Subfloor:
 1. Remove approximately 18" of existing upper plywood subfloor and hardwood flooring to create suitable overlapping integration of new subfloor and flooring material. Assure resilient pad placement within 6" of terminated edge of existing lower subfloor with pads spaced 12" on center.
 2. Cover concrete with poly, sealing and lapping joints a minimum of 6".
 3. Install lower layer of subfloor perpendicular to finish maple flooring, spacing all edges 1/4" and stagger joints 4'. Provide 1-1/2" expansion voids at perimeter and at all vertical obstructions. The underside of first layer shall have resilient pads attached 12" on center (32 per sheet) and 6" from edges on all sides. Install solid blocking at doorways and under bleachers in the stacked position.

4. Install second layer of subfloor at a 45-degree angle over first layer, spacing all edges 1/4" and stagger joints 4'. Provide 1-1/2" expansion voids at perimeter and at all vertical obstructions. Attach second layer of subfloor with fasteners 12" on center.
5. Integrate new subfloor and flooring where transitioning with existing gym floor. Provide minimum 12" overlap of upper subfloor layer onto lower subfloor layer of existing floor. Increase subfloor stapling regiment to 6" on center at overlap of new and existing subfloor panels.

B. Base Installation:

1. Install new vent cove base to all walls, along newly installed and existing floor, with base cement or screws. Use pre-molded outside corners and mitered inside corners.

C. Threshold Plates:

1. Furnish and install new threshold plates by fixing to adjacent surfaces, and allow free movement over wood floor.

3.3 FINISHING

A. Maple Flooring:

1. Machine sand new and existing floor surface with coarse, medium, and fine paper to a smooth, even and uniform surface.
2. Remove sanding dust from entire surface by tack or vacuum.
3. Inspect entire area of floor to insure that surface is acceptable for finishing, clean and completely free from sanding dust.
4. Apply two (2) coats of approved seal and two (2) coats of approved finish per manufacturer's instructions.
5. Buff and clean floor between coats.
6. Games Lines: Apply game lines as indicated on drawings, between seal and first coat of finish.

3.4 CLEANING

- A. Remove excess and waste materials from the area of work.

END OF SECTION

EPOXY FLOOR COATINGS

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 this Section.

1.2 DESCRIPTION OF WORK

- A. Application of epoxy floor coatings including surface preparation, priming, and topcoats.
- B. Extent of application of epoxy floor coatings is indicated on Drawings and in Room Finish Schedules.
- C. The following sections contain requirements that relate to this section:
 - 1. Division 09 section "Painting".

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's product data for each coating, including generic description, complete technical data, surface preparation, and application instructions.
- B. Samples for Initial Selection: Submit manufacturer's color charts or samples showing full range of standard colors and textures.
- C. Samples for Verification: For each epoxy floor coating required submit the following:
 - 1. Three (3) samples, on hardboard for each color and texture showing the full range of color and texture expected.
- D. Manufacturer's Quality Assurance: Submit manufacturer's certification that epoxy floor coatings comply with specified requirements and are suitable for intended application.
- E. Installer Qualifications.
- F. Warranty: Submit manufacturer's standard warranty.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer with not less than five (5) years of successful experience in installing epoxy floor coatings similar to that required for this project.
- B. Source Limitations: Obtain each type of epoxy floor coating from one source and by a single manufacturer.
- C. Mockups: Before installing system, construct mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build mockups to comply with the following requirements, using materials indicated for completed Work:
 - 1. Locate mockups in the location and of the size indicated or, if not indicated, as directed by Architect.

2. Notify Architect seven days in advance of the dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's approval of mockups before starting installation of work.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Approved mockups in an undisturbed condition at the time of Substantial Completion may become part of the completed Work.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to project site in new, original and unopened containers bearing manufacturer's name, trade name, and label analysis. Store in accordance with manufacturer's instructions.

1.6 PROJECT CONDITIONS

- A. Relative Humidity: Do not apply epoxy floor coatings when relative humidity exceeds manufacturer's recommendations.
- B. Air and Surface Temperatures: Do not apply epoxy floor coatings when air and surface temperatures are not in accordance with manufacturer's recommendations.
- C. Do not apply epoxy floor coatings to damp or wet surfaces.
- D. Ventilation: Provide ventilation during epoxy floor coating installation and curing in confined or enclosed areas in accordance with manufacturer's instructions.
- E. Dust and Contaminants: Protect work areas from excessive dust and airborne contaminants during epoxy floor coating installation and curing.

1.7 COORDINATION

- A. Coordinate installation of new concrete slabs to allow time for concrete to cure for 28 days prior to installation of epoxy floor coatings.

PART 2 - PRODUCTS

2.1 EPOXY FLOOR COATING SYSTEM (EFCS)

- A. Manufacturer: Subject to compliance with requirements, provide Tnemec Series 224 "Deco-Fleck" epoxy floor coating with acrylic chips or approved equal from one of the following:
 1. Tnemec
 2. Diamond Polymers
 3. Stonehard

2.2 MATERIALS

A. Typical Installation (EFCS):

1. Base Layer: Tnemec Series 280 Tneme-Glaze at 8.0-10.0 mils DFT with Series 224C Colored Flake broadcast to refusal.
2. Intermediate Layer: Tnemec Series 284 Deco-Clear at 8.0-10.0 mils DFT.
3. Finish Coat: Tnemec Series 295 Clear CRU at 2.0-3.0 mils DFT with series 211 Glass Bead
 - a. Base Layer Color: As selected by Architect from manufacturer's full line.

PART 3 - EXECUTION

3.1 PREPARATION

- A. General at typical installation: Prepare substrates according to SSPC-SP13/ICRI CSP 3-5 Surface Preparation of Concrete and manufacturer's written recommendations to ensure adhesion of floor coverings.
 1. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. General at all shower stalls: Prepare substrates according to SSPC-SP13/ICRI CSP 4-6 Surface Preparation of Concrete and manufacturer's written recommendations to ensure adhesion of floor coverings.
 1. Proceed with installation only after unsatisfactory conditions have been corrected
- C. Concrete Substrates: Prepare according to ASTM F 710.
 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
 - a. Allow new concrete to cure for 28 days.
 2. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.
 3. Moisture Testing:
 - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have a 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 or have a maximum moisture-vapor-emission rate as recommended by the epoxy floor coating manufacturer.
- D. Mechanically abrade all concrete by means of self-contained, blasting equipment or equal, to remove all laitance and surface contaminants and provide a minimum profile as recommended by epoxy floor coating manufacturer. Comply with ASTM D 4259 and SSPC-SP13.
- E. After mechanically abrading, verify that all surfaces are clean, dry and free of any contaminants, which could adversely affect the adhesion of the flooring system.

- F. E. Apply stippling epoxy and glass bead as directed to maximize anti slip surfaces in accordance with manufacturers product data sheets and application guides.

3.2 INSTALLATION

- A. Install epoxy floor coating using method indicated in strict compliance with manufacturer's written instructions. Extend flooring into toe spaces, door reveals, and into closets and similar openings.
- B. Install cove bases and terminate edges according to manufacturer's written instructions.
- C. Fit epoxy floor coating to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.
- D. Install epoxy floor coating using roller nap size as indicated in manufacturer's written instructions and incorporate glass bead as necessary to provide anti-slip surfaces to match approved samples and mockups.

3.3 PROTECTION

- A. Protect the completed work from water, airborne particles or other surface contaminants until cured for a minimum of 24 hours after application.
- B. Protect from traffic, physical abuse, immersion and chemical exposure until the complete system has thoroughly cured for 24 hours at 75°F. For different temperatures, consult the manufacturer's representative about curing times.

END OF SECTION

PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes, labor, materials and equipment for Painting and Finishing.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
 - 1. Submit 8-1/2 x 11 color downs on heavy paper to match Architect's color chips for each color and type of paint specified for Architect's approval.
 - a. Architect will furnish a schedule after beginning of construction. The schedule will include color chips for matching.
 - 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.
- C. Material Certificates: For scrub resistance and washability, signed by manufacturers.

1.4 QUALITY ASSURANCE

- A. Architect has the option of requesting test patches in place for Architect's approval of final color and finish.
 - 1. Notify Architect 48 hours in advance of the time the test patches will be ready for inspection.
- B. Manufacturer shall certify that tests have been performed on semi-gloss wall finish and others as selected by the Architect. Acceptance of materials is conditional upon demonstration of washability and abrasion resistance of test patches. Testing shall include the following:
 - 1. Scrub resistance per ASTM D2486-79: Value as specified in approved finish schedule but not less than 1200.
 - 2. Washability per ASTM D3450-80: Value as specified in approved finish schedule but not less than 80% for sponge and 90% for brush.

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.
 - a. Do not store oil or paint soaked rags inside the building.
 - 3. Do not store materials in any room containing a direct-fired heating unit.
- B. Mix and thin paints in strict accordance with recommendations of the manufacturer.
 - 1. Mix paints only in areas designated, and provided proper protection for walls and floors.

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 interior 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.
- C. Do not apply exterior paints 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.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce manufacturer and product lists, the following requirements apply for product selection:
 - 1. Products: Subject to compliance with requirements, provide one of the products specified.

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.
 - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

2.3 COLORS

- A. The Architect has the option of accenting certain building elements different colors; (i.e.: doors, frames, columns, ceilings, walls) to be defined in a Schedule.
- B. The Architect reserves the right to select colors from manufacturer's standard or premium price groups, including deep tone colors for both interior and exterior products.

- C. Furnish an equal product by the same manufacturer only in those instances where a deep tone color specified by the Architect is not available in the specified product. This is subject to Architect's approval.
- D. Tinted primer shall be used whenever deep tone colors are specified.

2.4 INTERIOR FINISHES

A. Plaster and Gypsum Board Ceilings and Ceiling Drops

1. First Coat:

- a. Benjamin Moore: Moorcraft Vinyl Latex Primer-Sealer 273.
- b. Glidden Professional: High Hide Interior Primer Sealer 1000-1200.
- c. Pittsburgh Paints: 4-603 Permacrete interior/exterior Acrylic Alkali Resistant Primer for plaster; 6-2 Interior Latex Sealer for gypsum board.
- d. Pratt & Lambert: Plaster: Pro Hide Gold Z1001 Gypsum: Pro Hide Gold High Holdout Latex Primer/Sealer Z8165
- e. Sherwin Williams: ProMar 200 Zero VOC Primer B28W2600

2. Second Coat:

- a. Benjamin Moore: Moorcraft Vinyl Latex Flat 275
- b. Glidden Professional: Ultra-Hide 150 Interior Flat Paint 1210V Series.
- c. Pittsburgh Paints: Speedhide Latex Flat 6-70 (for all colors)
- d. Pratt & Lambert: Pro Hide Gold Latex Flat Z8100, Eggshell Z8200, Satin Z9400 or Semi Z8300.
- e. Sherwin Williams: ProMar 200 Zero VOC Latex Flat B30 Series

3. Third Coat:

- a. Benjamin Moore: Moorcraft Vinyl Latex Flat 275
- b. Glidden Professional: Ultra-Hide 150 Interior Flat Paint 1210V Series.
- c. Pittsburgh Paints: Speedhide Latex Flat 6-70 (for all colors)
- d. Pratt & Lambert: Pro Hide Gold Latex Flat Z8100, Eggshell Z8200, Satin Z9400, or Semi Z8300.
- e. Sherwin Williams: ProMar 200 Zero VOC Latex Flat B30 Series

B. Plaster and Gypsum Board Walls and Columns – Non-epoxy:

1. First Coat:

- a. Benjamin Moore: Moorcraft Vinyl Latex Primer-Sealer 273
- b. Glidden Professional: High Hide Interior Primer Sealer 1000-1200.
- c. Pittsburgh Paints: 4-603 Permacrete interior/exterior Acrylic Alkali Resistant Primer for plaster; 6-2 Interior Latex Sealer for gypsum board.
- d. Pratt & Lambert: Plaster: Pro Hide Gold Z1001 Gypsum: Pro Hide Gold High Holdout Latex Primer/Sealer Z8165.
- e. Sherwin Williams: ProMar 200 Zero VOC Primer B28W2600

2. Second and Third Coats:

- a. Benjamin Moore: Moorcraft Latex Eggshell Enamel 274
- b. Glidden Professional: Ultra-Hide 150 Interior Eggshell Paint 1412V Series.
- c. Pittsburgh Paints: Speedhide Latex Eggshell 6-411 Pratt & Lambert: Pro Hide + Latex Eggshell Enamel

- d. Pratt & Lambert: Pro Hide Gold Latex Flat Z8100, Eggshell Z8200, Satin Z9400 or Semi Z8300.
 - e. Sherwin Williams: ProMar 200 Zero VOC Latex Eg-Shel B20 Series
- C. Concrete Block - Sealer:
- 1. First and Second Coats: Apply per manufacturer's recommendations.
 - a. United Coatings Inc; Canyon Tone Stain. Custom colored.
 - b. No substitutions shall be accepted.
- D. Masonry Block
- 1. First Coat: Masonry block filler at rate not to exceed 100 sq. ft. per gal.
 - a. Benjamin Moore: Interior and Exterior Block Filler 173
 - b. Glidden Professional: Concrete Coatings Block Filler Interior/Exterior Primer 3010-1200.
 - c. Pittsburgh Paints: Speedhide Latex Block Filler 6-15
 - d. Pratt & Lambert: Pro Hide Silver Block Filler Z8485
 - e. Sherwin Williams: Pro Mar Interior/Exterior Block Filler B25W25
 - 2. Second and Third Coats – Non-epoxy.
 - a. Semi-Gloss Latex Enamel Finish: Two (2) Coats over filled surface with total dry film thickness not less than 3.5 mils, excluding filler coat.
 - 1) Benjamin Moore: Moorcraft Latex Semi Gloss Enamel 276.
 - 2) Glidden Professional: Ultra-Hide 150 Interior Semi-Gloss Paint 1416V Series.
 - 3) Pittsburgh Paints: 6-512 Series, Speedhide Semi-Gloss Latex Enamel.
 - 4) Pratt & Lambert: Pro Hide Gold Latex, Satin Z9400 or Semi Z8300
 - 5) Sherwin Williams: ProMar 200 Zero VOC Latex Semi-Gloss B31 Series
 - 3. Second and Third Coats - Epoxy.
 - a. Benjamin Moore: M43/M44 Acrylic Epoxy Gloss Coating
 - b. Glidden Professional: Devoe Coatings Tru-Glaze-WB Waterborne Epoxy Gloss Coating 4428.
 - c. Pittsburgh Paints: 16-551 Series, Pitt-Glaze High Solids Acrylic-Epoxy.
 - d. Pratt & Lambert: Acrylic Water-Based Epoxy Z7021
 - e. Sherwin Williams: Water Based Catalyzed Epoxy, B70/B60V25
- E. Existing Painted Masonry Block - Epoxy.
- 1. Sample Patch: Prepare a 36" x 36" minimum test area to see if a reaction occurs between existing and new finishes prior to proceeding with the specified work. If a reaction occurs, alert Architect and propose solution(s).
 - 2. First Coat: Barrier Coat Primer
 - a. Benjamin Moore: M08/M09 Waterborne Epoxy Primer
 - b. Glidden Professional: Devoe Coatings Tru-Glaze-WB Waterborne Epoxy Primer 4030.
 - c. Pittsburgh Paints: 17-921 Seal Grip exterior/interior 100% acrylic Primer/Sealer
 - d. Pratt & Lambert: Acrylic Waterborne Bonding Primer Z6650

- e. Sherwin Williams: Loxon Masonry Primer A24W8300 (patches and bare spots)
3. Second and Third Coats.
 - a. Benjamin Moore: M43/M44 Acrylic Epoxy Gloss Coating
 - b. Glidden Professional: Devoe Coatings Tru-Glaze-WB Waterborne Epoxy Gloss Coating 4428.
 - c. Pittsburgh Paints: 16-800 Series, Pitt-Glaze High Solids Acrylic-Epoxy.
 - d. Pratt & Lambert: Enducryl Water-Based Epoxy Z7021
 - e. Sherwin Williams: Water Based Catalyzed Epoxy, B70/B60V25
- F. Exposed Ceiling Construction - Dry Fall Paint.
 1. Preparation: Spot prime any welds, etc.
 2. First Coat:
 - a. Benjamin Moore: M04 Acrylic Metal Primer
 - b. Glidden Professional: Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - c. Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/Exterior Industrial Primer.
 - d. Pratt & Lambert: Steel Tech Arcylic Metal Primer, Z190
 - e. Sherwin Williams: ProCryl Universal Metal Primer B66-310 Series
 3. Second and Third Coats: (if deep tone colors are specified, the products below shall be factory mixed)
 - a. Benjamin Moore: Moorcraft Dry Fog Sweep Up 272
 - b. Glidden Professional: Waterborne Interior Dryfall Flat 1280-1200.
 - c. Pittsburgh Paints: 6-715X, Speedhide Flat Latex Dry Fog
 - d. Pratt & Lambert: Enducryl Acrylic Dryfall, Flat Z5900 or Semi Z5910
 - e. Sherwin Williams: Low VOC Waterborne Acrylic Dryfall Flat B42W81
- G. Ferrous, Galvanized Metals, Aluminum
 1. Preparation:
 - a. See Divisions 5 and 8 for requirements for priming of ferrous metals.
 - b. Do all touch up and priming of unprimed metals in accordance with requirements of Divisions 5 and 8.
 2. Apply paint in accordance with Steel Structure Painting Council Paint Application Specifications SSPC-PA1 to a dry film thickness as specified by the manufacturer.
 3. First Coat - Primer:
 - a. Ferrous metal (to be used even at shop primed items except as noted in Division 5):
 - 1) Benjamin Moore: M04 Acrylic Metal Primer
 - 2) Glidden Professional: Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - 3) Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/Exterior Industrial Primer.
 - 4) Pratt & Lambert: Steel Tech Acrylic Prime & Finish Z190

- 5) Sherwin Williams: ProCryl Universal Metal Primer B66-310 Series
 - b. Galvanized metal after thorough cleaning per SSPC-SP1 with water soluble degreaser. No hydrocarbons.
 - 1) Benjamin Moore: M04 Acrylic Metal Primer
 - 2) Glidden Professional: Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - 3) Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/Exterior Industrial Primer.
 - 4) Pratt & Lambert: Steel Tech Acrylic Prime & Finish Z190
 - 5) Sherwin Williams: ProCryl Universal Metal Primer B660310 Series
 - c. Aluminum:
 - 1) Benjamin Moore: M04 Acrylic Metal Primer
 - 2) Glidden Professional; Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - 3) Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/Exterior Industrial Primer.
 - 4) Pratt & Lambert: Steel Tech Acrylic Prime & Finish Z190
 - 5) Sherwin Williams: ProCryl Universal Metal Primer B66-310 Series
4. Second and Third Coats:
- a. Benjamin Moore: Moorcraft Latex Semi Gloss Enamel 276
 - b. Glidden Professional: Ultra-Hide 150 Interior Latex Semi-Gloss Paint 1416V Series.
 - c. Pittsburgh Paint: 6-512 Series, Speedhide Semi-Gloss Latex Enamel.
 - d. Pratt & Lambert: Enducryl Acrylic Semi Gloss Z6621
 - e. Sherwin Williams: Pro Industrial Zero VOC Acrylic Semi-Gloss B66-600 Series.

2.5 MECHANICAL

A. Apparatus, Equipment, and Equipment Supports

1. First Coat:
 - a. Benjamin Moore: M04 Acrylic Metal Primer
 - b. Glidden Professional: Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - c. Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/ Exterior.
 - d. Pratt & Lambert: Steel Tech Acrylic Prime & Finish Z190
 - e. Sherwin Williams: ProCryl Universal Metal Primer B66-310 Series
2. Second Coat:
 - a. Benjamin Moore: Moorcraft Latex Semi Gloss Enamel 276
 - b. Glidden Professional: Devoe Coatings Devflex 4216HP High Performance Waterborne Acrylic Semi-Gloss Enamel.
 - c. Pittsburgh Paints: 90-474 Series, Pitt-Tech One Pack Interior/Exterior Satin High Performance Industrial Enamel.
 - d. Pratt & Lambert: Enducryl Acrylic Semi Gloss Z6621
 - e. Sherwin Williams: Pro Industrial Zero VOC Acrylic Semi-Gloss B66-600 Series.

B. Exposed Bare Piping, Valves, Fittings, and Hangers:

1. First Coat:
 - a. Benjamin Moore: M04 Acrylic Metal Primer
 - b. Glidden Professional: Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - c. Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/Exterior Industrial Primer.
 - d. Pratt & Lambert: Steel Tech Acrylic Prime & Finish Z190
 - e. Sherwin Williams: ProCryl Universal Metal Primer B66-310 Series.
 2. Second Coat:
 - a. Benjamin Moore: Moorcraft Latex Semi Gloss 276
 - b. Glidden Professional: Devoe Coatings Devflex 4216HP High Performance Waterborne Acrylic Semi-Gloss Enamel.
 - c. Pittsburgh Paints: 90-474 Series, Pitt-Tech One Pack Interior/Exterior Satin High Performance Industrial Enamel.
 - d. Pratt & Lambert: Enducryl Acrylic Semi Gloss Z6621
 - e. Sherwin Williams: Pro Industrial Zero VOC Acrylic Semi-Gloss B66-600 Series.
- C. Exposed Insulation Piping, Valves, Fittings, and Hangers when canvas wrapped:
1. First Coat:
 - a. Benjamin Moore: Moorcraft Vinyl Latex Primer-Sealer 273
 - b. Glidden Professional: High Hide Interior Primer Sealer 1000-1200.
 - c. Pittsburgh Paints: Speedhide Latex Primer-Sealer 6-2
 - d. Pratt & Lambert: Pro Hide Gold High Holdout Latex Primer Z8165
 - e. Sherwin Williams: ProMar 200 Zero VOC Primer B28W2600
 2. Second Coat:
 - a. Benjamin Moore: Moorcraft Vinyl Latex Flat 275
 - b. Glidden Professional: Ultra-Hide 150 Interior Flat Paint 1210V Series.
 - c. Pittsburgh Paints: Speedhide Latex Interior Flat 6-70
 - d. Pratt & Lambert: Pro Hide Gold Flat Z8100
 - e. Sherwin Williams: ProMar 200 Zero VOC Flat B30 Series.
- D. Insulated Ductwork and Piping with Canvas Covering Inc. Hangers for any kind of ductwork.
1. One Brush Coat:
 - a. Pittsburgh Paints: 42-7, Speedhide Interior Fire Retardant Flat Latex.
- E. Grilles, Registers, and Diffusers
1. First Coat:
 - a. Benjamin Moore: M04 Acrylic Metal Primer
 - b. Glidden Professional: Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - c. Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/Exterior Industrial Primer.
 - d. Pratt & Lambert: Steel Tech Acrylic Prime & Finish Z190
 - e. Sherwin Williams: ProCryl Universal Metal Primer B66-310 Series.

2. Second and Third Coats:
 - a. Benjamin Moore: Moorcraft Latex Semi Gloss Enamel 276
 - b. Glidden Professional: Devoe Coatings Devflex 4216HP High Performance Waterborne Acrylic Semi-Gloss Enamel.
 - c. Pittsburgh Paints: 90-474 Series, Pitt-Tech One Pack Interior/Exterior Satin High Performance Industrial Enamel.
 - d. Pratt & Lambert: Enducryl Acrylic Semi Gloss Z6621
 - e. Sherwin Williams: Pro Industrial Zero VOC Acrylic Semi-Gloss B66-600 Series.

2.6 ELECTRICAL

- A. Interior Exposed Electrical Items in areas where walls and/or ceilings are painted including electrical panels, cabinets, exposed conduit, etc.

1. First Coat - Galvanized:
 - a. Benjamin Moore: M04 Acrylic Metal Primer
 - b. Glidden Professional: Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - c. Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/Exterior Industrial Primer.
 - d. Pratt & Lambert: Steel Tech Acrylic Prime & Finish Z190
 - e. Sherwin Williams: ProCryl Universal Metal Primer B66-310 Series.
2. First Coat - Ferrous Metal:
 - a. Benjamin Moore: M04 Acrylic Metal Primer
 - b. Glidden Professional: Devoe Coatings Devflex 4020PF Direct to Metal Primer & Flat Finish.
 - c. Pittsburgh Paints: 90-708 Series, Pitt-Tech One Pack Interior/Exterior Industrial Primer.
 - d. Pratt & Lambert: Steel Tech Acrylic Prime & Finish Z190
 - e. Sherwin Williams: ProCryl Universal Metal Primer B66-310 Series.
3. Second and Third Coats:
 - a. Benjamin Moore: Moorcraft Latex Semi Gloss Enamel 276
 - b. Glidden Professional: Devoe Coatings Devflex 4216HP High Performance Waterborne Acrylic Semi-Gloss Enamel.
 - c. Pittsburgh Paint: 90-474 Series, Pitt-Tech One Pack Interior/Exterior Satin High Performance Industrial Enamel.
 - d. Pratt & Lambert: Enducryl Acrylic Gloss Z6611
 - e. Sherwin Williams: Pro Industrial Zero VOC Acrylic Semi-Gloss B66-600 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. Concrete: 12 percent.

2. Masonry (Clay and CMU): 12 percent.
 3. Wood: 15 percent.
 4. Gypsum Board: 12 percent.
 5. Plaster: 12 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 OF NEW SUBSTRATES

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems 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. 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.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Ferrous Metals, Galvanized Metal, Aluminum: Clean surfaces according to the Steel Structure Painting Council Surface Preparation Specifications: SSPC-SP1 Solvent Cleaning, SSPC-SP2 Hand Tool Cleaning, or SSPC-SP3 Power Tool Cleaning, as appropriate.
1. Steel Substrates: Remove any rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
 2. 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.
 - a. Thoroughly clean galvanized metal per SSPC-SP1 with water soluble degreaser. No hydrocarbons.
 3. Aluminum Substrates: Remove surface oxidation.

- F. Plastic Trim Fabrication Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 PREPARATION OF EXISTING SUBSTRATES

- A. Preparation of Previously Painted Surfaces: Comply with requirements as specified for preparation of new substrates as well as the following:
 1. Scrub clean existing surfaces with a stiff brush and a solution of clean water and mild detergent.
 2. Scuff sand surface to allow new finish to hold.
 3. De-gloss painted surfaces in a manner appropriate to the substrate.
 4. Fill cracks, holes, voids and defects, and leave a smooth surface ready for application of primer.
 5. Remove loose paint and feather edges or patch as required to provide a smooth, seamless finish.
 6. Prepare a 36" x 36" minimum test area to see if a reaction occurs between existing and new finishes prior to proceeding with the specified work. If a reaction occurs, alert Architect and propose solution(s).

3.4 APPLICATION

- A. General: Apply paints according to manufacturer's written instructions.
 1. Use applicators and techniques suited for paint and substrate indicated.
 - a. Except where specifically authorized by the Architect to do otherwise: Apply flat or eggshell wall paint by brush or roller; apply gloss or semi-gloss with brush only.
 2. Sanding: In addition to preparatory sanding, fine sand between succeeding coats of all varnish enamel or flat enamel, using sandpaper appropriate to the finish. Use fine production paper between coats.
 3. 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.
 4. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
 5. Doors: Finish all edges, including tops and bottoms, of wood and metal doors same as faces. Fill edges of exposed plywood doors, panels, similar materials.
 6. Finish interior of all closets and cabinets same as adjoining rooms, unless otherwise scheduled.
 7. Apply one coat of sanding sealer and one coat of semi-gloss varnish to insides of all drawers unless otherwise specified.

- 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. The number of coats scheduled are minimums.
- 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.
 - 1. Holidays and restrikes in painted surfaces shall be considered sufficient cause to require recoating of entire surface.
- 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.

3.5 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 will 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 of paint materials 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.

3.6 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.

****END OF SECTION****

ELECTROSTATIC PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the labor, materials, and equipment for Electrostatic Painting.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- B. Product Data: Provide product data sheet for paint and equipment verifying compliance with specifications.
- C. Samples: Submit 8" x 8" color downs on metal to match Architect's color chip, for Architect's approval.
- D. Manufacturer's Data: Submit paint manufacturer's literature containing applicable test data and methods of application.

1.4 QUALITY ASSURANCE

- A. Qualification of Paint Manufacturer: Provide written verification that paint manufacturer has not less than 5 years experience in the manufacturing of electrostatic coatings.
- B. Qualifications of Applicators: Provide written verification that applicators have not less than 5 years experience in application of electrostatic coatings, with personnel experienced in this type application.
- C. Single Source Responsibility: Materials for each coating system shall be products of a single manufacturer.
- D. Requirements of Regulatory Agencies
 - 1. Codes: Comply with local building regulations - Building Codes - NFPA 101 uniform building code.
 - 2. Fire Hazard Classification: Conforms to Uniform Fire Code Class IIA Industrial Conference Building Officials.
 - 3. Air Pollution Controls: Rule 66 Pollution Control District, County Los Angeles or Bay Area Air Pollution Control District 3.
 - 4. Comply with Federal Regulations with regards to contents of lead and other heavy metals.

1.5 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Deliver coating materials to job site in original sealed containers with labels intact.

- B. Maintain product identification while materials are being used.
- C. Store coating materials in designed protected area.

1.6 PROJECT CONDITIONS

- A. Ventilation during application of coatings shall be adequate to protect against fire and explosion.
 - 1. No smoking or open flame near coating area.
 - 2. Air conditioning or forced air units must be in operation during painting.
 - 3. Grounding of all electrically conducting objects in the room within 10 feet of the painting operation.
 - 4. Power pack and control devices shall be a minimum of 10 feet from actual coating area.

PART 2 - PRODUCTS

2.1 ACCEPTABLE APPLICATORS

- A. Applicators shall be E. L. Commercial Interiors Inc. (248) 478-5604. Other applicators shall be considered acceptable upon receipt and review of the provisions stated in 1.4 QUALITY ASSURANCE.

2.2 MATERIALS

- A. Paint materials shall be the product of Electro-Painters Inc. "Electro-Glaze" or equal to meet the following specifications:
 - 1. Epoxy Polyamide (2 component)
 - 2. Solids by weight 60 - 65%
 - 3. Solids by volume 44% minimum
 - 4. Impact resistance in inch pounds 60+
 - 5. Pencil hardness - H
 - 6. Sward hardness 60+
 - 7. Film thickness dry - 1.5 - 2.0 mils
 - 8. Flash point of coating as applied 100+ ASTM, Pensky Martin closed cup.

2.3 COLORS

- A. Color shall be a custom match to paint chip provided by Architect.
- B. Architect shall select one (1) custom color for this project.

2.4 EQUIPMENT

- A. Equipment shall be 100% Electrostatic hand gun, bell type, no air atomization, equal to Ransburg #2 Gun.

2.5 MIXING

- A. Follow manufacturer's printed instructions for exact proportions in thorough mixing of two component products.
- B. Comply with manufacturer's printed induction time and workable pot life.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine substrates scheduled to receive coatings for conditions that will adversely affect execution, permanence, quality and adhesion such as wax, dirt and oil.
- B. Examine substrates to assure compatibility with epoxy coatings; check for lifting of old paint film.
- C. Do not proceed with coating application until surface conditions are acceptable.

3.2 PREPARATION

- A. Prior to all surface preparation or painting, adequately protect all surfaces not scheduled for painting in this section.
 - 1. All handles, nameplates, and other portions not to receive paint are to be masked.
- B. Surface Cleaning
 - 1. Remove all wax, dirt, oil and other contaminant that will affect quality or adhesion of coating system.
 - 2. Cleaning materials used in preparation of substrate for painting will be non flammable.
 - 3. Surfaces scheduled for painting should be sanded to provide tooth on hard smooth substrates.
 - 4. All surfaces must be wiped with a tack rag prior to application of coating.

3.3 APPLICATION

- A. Apply coating electrostatically so finished surfaces are free from sags, runs, visible overlaps, holidays, craters, pinholes and other defects detrimental to protective and decorative qualities of the coating.
- B. Thickness of coating when wet shall be 3.0 mil.

3.4 FIELD QUALITY CONTROL

- A. Measure dry film thickness, if requested by Architect, on steel substrates by magnetic gauge.

3.5 CLEANING

- A. Remove spilled, splashed and splattered coatings from all surfaces.
- B. Protect all freshly painted surfaces.

END OF SECTION

VISUAL DISPLAY BOARDS

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 types of visual display boards:
 - 1. Porcelain enamel markerboards.
 - 2. Fabric-faced cork tackboards.
- B. Related Sections: The following sections contain requirements that relate to this section:
 - 1. Division 06 Section "Rough Carpentry" for wood blocking and grounds.

1.3 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data: Include individual panel weights for sliding units. Include manufacturer's data substantiating that tackboard materials comply with requirements indicated.
- C. Shop Drawings: Provide shop drawings for each type of chalkboard, markerboard, and tackboard required. Include sections of typical trim members and dimensioned elevations. Show anchors, grounds, reinforcement, accessories, layout, and installation details.
- D. Samples: Provide the following samples of each product for initial selection of colors, patterns, and textures, as required, and for verification of compliance with requirements indicated.
 - 1. Samples for initial selection of color, pattern, and texture:
 - a. Fabric-faced Cork Tackboards: Manufacturer's color charts consisting of actual sections of fabric, showing the full range of colors, textures, and patterns available for each type of fabric-faced tackboard indicated.
- E. Certificates: In lieu of laboratory test reports, when permitted by the Architect, submit the manufacturer's certification that vinyl-fabric-faced cork tackboard materials furnished comply with requirements specified for flame spread ratings.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who is an authorized representative of the visual display board manufacturer for both installation and maintenance.
 - 1. Maintenance Proximity: Not more than 4 hours' normal travel time from the Installer's place of business to the Project site.

- B. Fire Performance Characteristics: Provide fabric-faced tackboards with surface burning characteristics indicated below, as determined by testing assembled materials composed of facings and backings identical to those required in this section, in accordance with ASTM E 84, by a testing organization acceptable to authorities having jurisdiction.

1. Flame Spread: 25 or less.
2. Smoke Developed: 10 or less.

- C. Design Criteria: The drawings indicate size, profiles, and dimensional requirements of visual display boards and are based on the specific type and model indicated. Other visual display boards having equal performance characteristics by other manufacturers may be considered provided that deviations in dimensions and profiles are minor and do not change the design concept or intended performance as judged by the Architect. The burden of proof of equality is on the proposer.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Take field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting. Show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delay.

1. Allow for trimming and fitting wherever taking field measurements before fabrication might delay the Work.

1.6 WARRANTY

- A. Porcelain Enamel Markerboard Warranty: Furnish the manufacturer's written warranty, agreeing to replace porcelain enamel markerboards that do not retain their original writing and erasing qualities, exhibit crazing, cracking, or flaking, provided the manufacturer's instructions with regard to handling, installation, protection, and maintenance have been followed.

1. Warranty Period: Lifetime of the building.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following:

1. Aarco Products Inc.
2. Best-Rite Chalkboard Co.
3. Claridge Products and Equipment, Inc.
4. Marsh Industries, Inc.
5. Newline Corp.
6. PolyVision Corp.

2.2 MATERIALS

- A. Porcelain Enamel Markerboards: Provide balanced, high-pressure-laminated porcelain enamel markerboards of 3-ply construction consisting of face sheet, core material, and backing.
1. Face Sheet: Provide face sheet of 24-gage enameling grade steel especially processed for temperatures used in coating porcelain on steel. Coat the exposed face and exposed edges with a 3-coat process consisting of primer, ground coat, and color cover coat, and the concealed face with a 2-coat process consisting of primer and ground coat. Fuse cover and ground coats to steel at the manufacturer's standard firing temperatures, but not less than 1200 deg F (649 deg C).
 - a. Chalkboard Cover Coat: Provide the manufacturer's standard colored writing surface intended for use with chalk. Color shall be chosen by Architect from manufacturer's standard colors.
 - b. Markerboard Cover Coat: Provide the manufacturer's standard light-colored special writing surface with gloss finish intended for use with liquid felt-tipped markers. Color shall be chosen by Architect from manufacturer's standard colors.
 2. Core: Provide the manufacturer's standard 3/8-inch-thick particleboard core material complying with the requirements of ANSI A208.1, Grade 1-M-1.
 3. Backing Sheet: Provide the manufacturer's standard 0.015-inch-thick aluminum sheet backing.
 4. Laminating Adhesive: Provide the manufacturer's standard moisture-resistant thermoplastic-type adhesive.
- B. Fabric-Faced Cork Tackboards: 1/4-inch- (6-mm-) thick, fabric-faced cork sheet factory laminated to 1/4-inch- (6-mm-) thick hardboard backing.
1. Fiberboard: ANSI A208.2, Grade MD.
 2. Cork Sheet: MS MIL-C-15116-C, Type II.
 3. Vinyl Fabric: FS CCC-W-408, Type II, burlap weave; weighing not less than 13 oz./sq. yd. (440 g/sq. m); with flame-spread index of 25 or less when tested according to ASTM E 84.
 - a. Fabric: Architect shall select from manufacturer's full line of standard colors.

2.3 ACCESSORIES

- A. Metal Trim and Accessories: Fabricate frames and trim of not less than 0.062-inch-thick aluminum of size and shape as indicated and to suit type of installation. Provide straight, single-length units wherever possible; keep joints to a minimum. Miter corners to a neat, hairline closure.
1. Extruded Aluminum: **ASTM B 221** (ASTM B 221M), Alloy 6063.

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2. Where the size of boards or other conditions exist that require support in addition to the normal trim, provide structural supports or modify the trim as indicated or as selected by the Architect from the manufacturer's standard structural support accessories to suit the condition indicated.
3. Marker/Chalk Tray: Furnish the manufacturer's standard continuous, solid extrusion-type aluminum marker/chalk tray with ribbed section and smoothly curved exposed ends, for each markerboard and chalkboard.
4. Map Rail: Furnish map rail at the top of each unit, complete with the following accessories:
 - a. Display Rail: Provide continuous cork display rail approximately 1 or 2 inches wide, as indicated, integral with the map rail.
 - b. End Stops: Provide one end stop at each end of the map rail.
 - c. Map Hooks: Provide two (2) map hooks for each 4 feet of map rail or fraction thereof.
 - d. Map Hooks: Provide two (2) map hooks with flexible metal clips for each 4 feet of map rail or fraction thereof.
 - e. Flagholder: Provide one (1) flagholder for each room.

2.4 FABRICATION

- A. Porcelain Enamel Chalkboards and Markerboards: Laminate facing sheet and backing sheet to core material under pressure with manufacturer's recommended flexible, waterproof adhesive.
- B. Assembly: Provide factory-assembled chalkboard, markerboard and tackboard units, except where field-assembled units are required.
 1. Make joints only where total length exceeds maximum manufactured length. Fabricate with the minimum number of joints, balanced around the center of the board, as acceptable to the Architect.
 2. Provide the manufacturer's standard vertical joint system between abutting sections of chalkboard or markerboard.
 3. Provide manufacturer's standard mullion trim at joints between chalkboard, markerboard and tackboard.

2.5 FINISHES

- A. General: Comply with NAAMM "Metal Finishes Manual" for recommendations relative to application and designations of finishes.
- B. Finish designations prefixed by "AA" conform to the system established by the Aluminum Association for designating aluminum finishes.
- C. Class II Clear Anodized Finish: AA-M12C22A31 (Mechanical Finish: as fabricated, nonspecular; Chemical Finish: etched, medium matte; Anodic Coating: Class II Architectural, clear film thicker than 0.4 mil).

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Deliver factory-built markerboard and tackboard units completely assembled in one piece without joints, wherever possible. Where dimensions exceed panel size, provide 2 or more pieces of equal length as acceptable to the Architect. When overall dimensions require delivery in separate units, prefit components at the factory, disassemble for delivery, and make final joints at the site. Use splines at joints to maintain surface alignment.
- B. Install units in locations and at mounting heights indicated and in accordance with the manufacturer's instructions. Keep perimeter lines straight, plumb, and level. Provide grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories necessary for a complete installation.
- C. Coordinate job-site assembled units with grounds, trim, and accessories. Join parts with a neat, precision fit.

3.2 ADJUST AND CLEAN

- A. Verify that accessories required for each unit have been properly installed and that operating units function properly.
- B. Clean units in accordance with the manufacturer's instructions. Break in chalkboards only as recommended by the manufacturer.

END OF SECTION

TOILET COMPARTMENTS
(Solid-Polymer)

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 solid-polymer units as follows:
 - 1. Toilet Enclosures: Overhead braced.
- B. Related Sections include the following:
 - 1. Division 6 Section "Rough Carpentry" for blocking.
 - 2. Division 10 Section "Toilet and Bath Accessories" for toilet accessories.

1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings:
 - 1. Show plans of toilet compartments, elevations, details of construction and attachment to existing adjacent construction.
 - 2. Show anchoring locations to existing adjacent construction and accessory items.
 - 3. Verify dimensions and anchoring locations with field measurements prior to final production of toilet compartments.
- C. Samples for Initial Selection: For each type of unit indicated.
- D. Samples for Verification: Of each type of color and finish required for units, prepared on 6-inch- (150-mm) square Samples of same thickness and material indicated for Work.

1.4 QUALITY ASSURANCE

- A. Comply with the following requirements:
 - 1. ASTM International: ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
 - 2. National Fire Protection Association: NFPA 286 - Standard Methods of Fire Test for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth.

1.5 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls, columns, ceilings, and other construction contiguous with toilet compartments by field measurements before fabrication and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Not greater than 75 (Class B).
 - 2. Smoke-Developed Index: 450 or less.
- B. Comply with the standard acceptance criteria per Annex C of NFPA 286.

2.2 SOLID-POLYMER UNITS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Accurate Partitions Corporation.
 - 2. Global Partitions.
 - 3. Scranton Products.
- B. Door, Panel, and Pilaster Construction: Solid, high-density polyethylene (HDPE) or polypropylene (PP) panel material, not less than 1 inch (25 mm) thick, seamless, with eased edges, with homogenous color and pattern throughout thickness of material.
 - 1. Color and Pattern: One color and pattern in each room as selected by Architect from manufacturer's full range of colors and patterns.
- C. Pilaster Shoes and Sleeves (Caps): Manufacturer's standard design; stainless steel.
- D. Brackets (Fittings):
 - 1. Continuous Type: Ear or U-brackets, stainless steel.
- E. Heat-Sink Strip: Manufacturer's standard continuous, extruded-aluminum strip fastened to exposed bottom edges of solid-polymer components to prevent burning.

2.3 ACCESSORIES

- A. Hardware and Accessories: Manufacturer's standard design, heavy-duty operating hardware and accessories.
 - 1. Material: Stainless steel.

- B. Overhead Bracing: Manufacturer's standard continuous, extruded-aluminum head rail with antigrip profile and in manufacturer's standard finish.
- C. Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel or chrome-plated steel or brass, finished to match hardware, with theft-resistant-type heads. Provide sex-type bolts for through-bolt applications. For concealed anchors, use hot-dip galvanized or other rust-resistant, protective-coated steel.

2.4 FABRICATION

- A. Overhead-Braced Units: Provide manufacturer's standard corrosion-resistant supports, leveling mechanism, fasteners, and anchors at pilasters to suit floor conditions. Make provisions for setting and securing continuous head rail at top of each pilaster. Provide shoes at pilasters to conceal supports and leveling mechanism.
- B. Doors: Unless otherwise indicated, provide 24-inch (610-mm) wide out-swinging doors for toilet compartments.
- C. Hinges: Manufacturer's standard self-closing type that can be adjusted to hold doors open at any angle up to 90 degrees.
 - 1. Latch and Keeper: Manufacturer's standard recessed latch unit designed for emergency access and with combination rubber-faced door strike and keeper.
 - 2. Door Bumper: Manufacturer's standard rubber-tipped bumper where out-swinging doors open against existing adjacent walls.
 - 3. Door Pull: Manufacturer's standard unit at out-swinging doors that complies with accessibility requirements of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Comply with manufacturer's written installation instructions. Install units rigid, straight, level, and plumb. Secure units in position with manufacturer's recommended anchoring devices.
 - 1. Maximum Clearances:
 - a. Pilasters and Panels: 1/2 inch (13 mm).
 - b. Panels and Walls: 1 inch (25 mm).
 - 2. Continuous Brackets: Secure panels to walls and to pilasters.
 - a. To the greatest extent possible, reuse existing anchor locations to avoid creating new holes in existing walls. If new holes must be created, review locations with Architect prior to start of installation.
- B. Overhead-Braced Units: Secure pilasters to floor and level, plumb, and tighten. To the greatest extent possible, reuse existing anchor locations to avoid creating new holes in existing floor. If new holes must be created, review locations with Architect prior to start of installation. Secure continuous head rail to each pilaster with not less than two fasteners. Hang doors to align tops of doors with tops of panels and adjust so tops of doors are parallel with overhead brace when doors are in closed position.

3.2 ADJUSTING

- A. Hardware Adjustment: Adjust and lubricate hardware according to manufacturer's written instructions for proper operation. Set hinges on in-swinging doors to hold doors open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors to return doors to fully closed position.

END OF SECTION

TOILET AND BATH 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. This Section includes the following:
 - 1. Framed mirrors.
- B. Related Sections include the following:
 - 1. Division 06 Section "Interior Architectural Woodwork" for countertops.

1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions and thicknesses, dimensions, profiles, fastening and mounting methods, specified options, and finishes for each type of accessory specified.
- B. Samples: For each accessory item to verify design, operation, and finish requirements.
- C. Setting Drawings: For cutouts required in other work; include templates, substrate preparation instructions, and directions for preparing cutouts and installing anchoring devices.
- D. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required. Use designations indicated in the Toilet and Bath Accessory Schedule and room designations indicated on Drawings in product schedule.
- E. Maintenance Data: For accessories to include in maintenance manuals specified in Division 1. Provide lists of replacement parts and service recommendations.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Provide products of same manufacturer for each type of accessory unit and for units exposed to view in same areas, unless otherwise approved by Architect.
- B. Product Options: Accessory requirements, including those for materials, finishes, dimensions, capacities, and performance, are established by specific products indicated in the Toilet and Bath Accessory Schedule.
 - 1. Products of other manufacturers listed in Part 2 with equal characteristics, as judged solely by Architect, may be provided.
 - 2. Other manufacturers' products with equal characteristics may be considered. See Division 1 for product substitutions.

3. Do not modify aesthetic effects, as judged solely by Architect, except with Architect's approval. Where modifications are proposed, submit comprehensive explanatory data to Architect for review.

C. Comply with applicable provisions of the following specification and documents:

1. ICC/ANSI A11.1-2003 American National Standard – Accessible and Useable Buildings and Facilities.
2. Michigan Building Code.
3. ADA, Accessibility Guidelines for Buildings and Facilities, Federal Register Volume 56, Number 144, Rules and Regulations.
4. Michigan Barrier Free.

1.5 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by disabled persons, proper installation, adjustment, operation, cleaning, and servicing of accessories.
- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.6 WARRANTY

- A. General Warranty: Special warranty 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. Furnish a one (1) year guarantee against defects in material and workmanship on all accessories from date of substantial completion.
- C. Manufacturer's Mirror Warranty: Written warranty, executed by mirror manufacturer agreeing to replace mirrors that develop visible silver spoilage defects within minimum warranty period indicated.
 1. Minimum Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide accessories by one of the following:
 1. Toilet and Bath Accessories:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc.
 - c. Bradley Corporation.

2.2 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, with No. 4 finish (satin), in 0.0312-inch (0.8-mm) minimum nominal thickness, unless otherwise indicated.
- B. Brass: ASTM B 19, leaded and unleaded flat products; ASTM B 16 (ASTM B 16M), rods, shapes, forgings, and flat products with finished edges; ASTM B 30, castings.
- C. Sheet Steel: ASTM A 366/A 366M, cold rolled, commercial quality, 0.0359-inch (0.9-mm) minimum nominal thickness; surface preparation and metal pretreatment as required for applied finish.
- D. Galvanized Steel Sheet: ASTM A 653/A 653M, G60 (Z180).
- E. ABS Plastic: Acrylonitrile-butadiene-styrene resin formulation.
- F. Chromium Plating: ASTM B 456, Service Condition Number SC 2 (moderate service), nickel plus chromium electrodeposited on base metal.
- G. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.
- H. Mirror Glass: ASTM C 1036, Type I, Class 1, Quality q2, nominal 6.0 mm thick, with silvering, electroplated copper coating, and protective organic coating complying with FS DD-M-411.
- I. Galvanized Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- J. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.

2.3 FABRICATION

- A. General: One, maximum 1-1/2-inch- (38-mm-) diameter, unobtrusive stamped manufacturer logo, as approved by Architect, is permitted on exposed face of accessories. On interior surface not exposed to view or back surface of each accessory, provide printed, waterproof label or stamped nameplate indicating manufacturer's name and product model number.
- B. Surface-Mounted Toilet Accessories: Unless otherwise indicated, fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with continuous stainless-steel hinge. Provide concealed anchorage where possible.
- C. Recessed Toilet Accessories: Unless otherwise indicated, fabricate units of all-welded construction, without mitered corners. Hang doors and access panels with full-length, stainless-steel hinge. Provide anchorage that is fully concealed when unit is closed.
- D. Framed Glass-Mirror Units: Fabricate frames for glass-mirror units to accommodate glass edge protection material. Provide mirror backing and support system that permits rigid, tamper-resistant glass installation and prevents moisture accumulation.
 - 1. Provide galvanized steel backing sheet, not less than 0.034 inch (0.85 mm) and full mirror size, with nonabsorptive filler material. Corrugated cardboard is not an acceptable filler material.
- E. Mirror-Unit Hangers: Provide mirror-unit mounting system that permits rigid, tamper- and theft-resistant installation:

- F. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.
- B. Secure mirrors to walls in concealed, tamper-resistant manner with special hangers, toggle bolts, or screws. Set units level, plumb, and square at locations indicated, according to manufacturer's written instructions for substrate indicated.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

3.3 TOILET AND BATH ACCESSORY SCHEDULE

- A. Framed Mirror: Provide mirror unit complying with the following:
 - 1. Products: Bobrick Washroom Equipment, Inc. Series B-165.
 - 2. Stainless-Steel, Channel-Framed Mirror: Fabricate frame from stainless-steel channels in manufacturer's standard satin or bright finish with square corners mitered to hairline joints and mechanically interlocked.
 - 3. Mounting: Concealed brackets and wall hangers.
 - 4. Refer to Drawings for size(s).
 - 5. Contractor to provide proper blocking.

END OF SECTION

METAL LOCKERS

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. All-welded, athletic metal lockers.
 - 2. All-welded, open-front athletic metal lockers.
 - 3. Locker benches.
- B. Related Sections include the following:
 - 1. Division 06 Section "Rough Carpentry" for furring, blocking, and shims required for installing metal lockers and concealed within other construction before metal locker installation.
- C. Uncoated Steel Sheet Thicknesses: Indicated as the minimum thicknesses.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of metal locker.
 - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of metal locker and bench.
- B. Shop Drawings: For metal lockers.
 - 1. Include plans, elevations, sections, details, and attachments to other work.
 - 2. Show locker trim and accessories.
 - 3. Include locker identification system and numbering sequence.
- C. Samples: For each color specified, in manufacturer's standard size.
- D. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available.
- E. Samples for Verification: For the following products, in manufacturer's standard size:
 - 1. Lockers and equipment.
 - 2. Locker benches.
- F. Product Schedule: For lockers. Use same designations indicated on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For adjusting, repairing, and replacing locker doors and latching mechanisms to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative of metal locker manufacturer for installation and maintenance of units required for this Project.
- B. Source Limitations: Obtain metal lockers and accessories through one source from a single manufacturer.
- C. Product Options: Drawings indicate size, profiles, and dimensional requirements of metal lockers and are based on the specific system indicated. Refer to Division 1 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. Regulatory Requirements: Where metal lockers are indicated to comply with accessibility requirements, comply with the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)."
 - 1. Provide not less than 1 shelf located no higher than 48 inches (1219 mm) above the floor for forward reach.
 - 2. Provide 1 shelf located at bottom of locker no lower than 15 inches (381 mm) above the floor for forward reach.
 - 3. Provide hardware that does not require tight grasping, pinching, or twisting of the wrist, and that operates with a force of not more than 5 lbf (22.2 N).
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 1.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver metal lockers until spaces to receive them are clean, dry, and ready for metal locker installation.
- B. Deliver master and control keys and combination control charts to Owner.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify the following by field measurements before fabrication and indicate measurements on Shop Drawings:
 - 1. Concealed framing, blocking, and reinforcements that support metal lockers before they are enclosed.

2. Recessed openings.
3. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish recessed opening dimensions and proceed with fabricating metal lockers without field measurements. Coordinate wall and floor construction to ensure that actual recessed opening dimensions correspond to established dimensions.

1.9 COORDINATION

- A. Coordinate size and location of concrete and concrete masonry bases for metal lockers.
- B. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that metal lockers can be supported and installed as indicated.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal lockers that fail in materials or workmanship, excluding finish, within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Faulty operation of latches and other door hardware.
 2. Damage from deliberate destruction and vandalism is excluded.
 3. Warranty Period for Knocked-Down Metal Lockers: Two years from date of Substantial Completion.
 4. Warranty Period for All-Welded Metal Lockers: 10 years from date of Substantial Completion.

1.11 EXTRA MATERIALS

- A. Furnish extra materials described below, before construction begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 1. Full-size units of the following metal locker hardware items equal to 10 percent of amount installed for each type and finish installed, but no fewer than 5 units:
 - a. Locks.
 - b. Identification plates.
 - c. Hooks.

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. Basis-of-Design Product: The design for each metal locker specified 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 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008, Commercial Steel (CS) Type B, suitable for exposed applications.
- B. Fasteners: Zinc- or nickel-plated steel, slotless-type exposed bolt heads, and self-locking nuts or lock washers for nuts on moving parts.
- C. Anchors: Select material, type, size, and finish required for secure anchorage to each substrate.
 1. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance.
 2. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

2.3 ALL-WELDED, ATHLETIC METAL LOCKERS

- A. Basis-of-Design Product: All-Welded Ventilated Lockers as manufactured by Republic Storage Systems Company or a comparable product of one of the following:
 1. ASI Storage Solutions
 2. DeBourgh Mfg. Co.
 3. List Industries Inc.
 4. Lyon Workspace Products.
 5. Newline Corp.
 6. Penco Products, Inc., Subsidiary of Vesper Corporation.
- B. Locker Arrangement: As indicated in Drawings.
- C. Overall Size: As indicated in Drawings.
- D. Body: Assembled by welding body components together. Fabricate from unperforated, cold-rolled steel sheet with thicknesses as follows:
 1. Tops and Bottoms: 0.0528 inch (1.35 mm) thick, with single bend at edges.
 2. Backs: 0.0428 inch (1.1 mm) thick.
 3. Shelves: 0.0528 inch (1.35 mm) thick, with double bend at front and right-angle single bend at sides and back.
- E. Unperforated Sides: Fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet.
- F. Perforated Sides: Fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet with manufacturer's standard square perforations.

- G. Frames: Channel formed; fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet or 0.0966-inch- (2.5-mm-) thick steel angles; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames. Form continuous, integral door strike full height on vertical main frames.
1. Cross Frames for Double and Triple-Tier Lockers: Channel formed and fabricated from same material as main frames; welded to vertical main frames.
- H. Perforated Doors: One-piece, fabricated from 0.0677-inch- (1.7-mm-) thick, cold-rolled steel sheet with manufacturer's standard square perforations; formed into channel shape with double bend at vertical edges and with right-angle single bend at horizontal edges and latch point (bottom) and right-angle single bend at remaining edges for box lockers.
1. Reinforcement: Manufacturer's standard reinforcing angles, channels, or stiffeners for doors more than 15 inches (381 mm) wide; welded to inner face of doors.
- I. Hinges: Welded to door and attached to door frame with not less than 2 factory-installed rivets per hinge that are completely concealed and tamper resistant when door is closed; fabricated to swing 180 degrees.
1. Knuckle Hinges: Steel, full loop, 5 or 7 knuckles, tight pin; minimum 2 inches (51 mm) high. Provide not less than 3 hinges for each door more than 42 inches (1067 mm) high.
- J. Door Handle and Latch for Box Lockers: Stainless-steel strike plate with integral pull; with steel padlock loop that projects through metal locker door.
- K. Combination Padlocks: Provided by Owner.
- L. Equipment: Equip each metal locker with identification plate and the following, unless otherwise indicated:
1. Single-Tier Units: Shelf, one double-prong ceiling hook, and two single-prong wall hooks.
 2. Double-Tier Units: One double-prong ceiling hook and two single-prong wall hooks.
 3. Triple-Tier Units: One double-prong ceiling hook.
- M. Accessories:
1. Continuous Sloping Tops: Fabricated from minimum 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet; approximately 20-degree pitch.
 - a. Closures: Vertical-end type.
 2. Recess Trim: Fabricated from 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet.
 3. Filler Panels: Fabricated from 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet.
 4. Boxed End Panels: Fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet.
- N. Finish: Baked enamel or powder coat.
1. Color:

- a. Architect shall select one (1) color from manufacturer's full line of standard colors.

2.4 LOCKER BENCHES

- A. General: Provide locker benches fabricated by same manufacturer as metal lockers.
- B. ADA-Compliant Benches: Provide ADA-compliant benches both with back and without back in locations indicated on Drawings.
- C. Bench Tops: Manufacturer's standard 1-piece units, of the following material, minimum 9-1/2 inches (240 mm) wide by 1-1/4 inches (32 mm) thick, with rounded corners and edges:
 1. Laminated maple with one coat of clear sealer on all surfaces, and one coat of clear lacquer on top and sides.
- D. Fixed Pedestals: Manufacturer's standard supports, with predrilled fastener holes for attaching bench top and anchoring to floor, complete with fasteners and anchors, and as follows:
 1. Tubular Steel: 1-1/4-inch- (32-mm-) diameter steel tubing, with 0.1265-inch- (3.2-mm-) thick steel flanges welded at top and base; with baked-enamel finish; anchored with exposed fasteners.
 - a. Color: Match metal lockers.

2.5 FABRICATION

- A. General: Fabricate metal lockers square, rigid, and without warp; with metal faces flat and free of dents or distortion. Make exposed metal edges free of sharp edges and burrs, and safe to touch.
 1. Form body panels, doors, shelves, and accessories from one-piece steel sheet, unless otherwise indicated.
 2. Provide fasteners, filler plates, supports, clips, and closures as required for a complete installation.
- B. Unit Principle: Fabricate each metal locker with an individual door and frame; individual top, bottom, and back; and common intermediate uprights separating compartments.
- C. Knocked-Down Construction: Fabricate metal lockers for nominal assembly at Project site using nuts, bolts, screws, or rivets. Factory weld frame members together to form a rigid, one-piece assembly.
- D. All-Welded Construction: Factory preassemble metal lockers by welding all joints, seams, and connections, with no bolts, nuts, screws, or rivets used in assembly of main locker groups. Factory weld main locker groups into one-piece structures. Grind exposed welds flush.
- E. Hooks: Manufacturer's standard ball-pointed type, aluminum or steel; zinc plated.
- F. Coat Rods: Fabricated from 1-inch- (25-mm-) diameter steel; nickel plated.
- G. Identification Plates: Manufacturer's standard etched, embossed, or stamped aluminum plates; with numbers and letters at least 3/8 inch (9 mm) high.
- H. Continuous Sloping Tops: Fabricated in lengths as long as practicable, without visible fasteners at splice locations; finished to match lockers.

1. Sloped top corner fillers, mitered.
- I. Recess Trim: Fabricated with minimum 2-1/2-inch (64-mm) face width and in lengths as long as practicable; finished to match lockers.
- J. Filler Panels: Fabricated in an unequal leg angle shape; finished to match lockers. Provide slip joint filler angle formed to receive filler panel.
- K. Boxed End Panels: Fabricated with 1-inch- (25-mm-) wide edge dimension, and designed for concealing fasteners and holes at exposed ends of nonrecessed metal lockers; finished to match lockers.
 1. Provide one-piece panels for double-row (back-to-back) locker ends.
- L. Finished End Panels: Designed for concealing unused penetrations and fasteners, except for perimeter fasteners, at exposed ends of nonrecessed metal lockers; finished to match lockers.
 1. Provide one-piece panels for double-row (back-to-back) locker ends.

2.6 STEEL SHEET FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Factory finish steel surfaces and accessories except stainless-steel and chrome-plated surfaces.
- C. Surface Preparation: Clean surfaces of dirt, oil, grease, mill scale, rust, and other contaminants that could impair paint bond. Use manufacturer's standard methods.
- D. Baked-Enamel Finish: Immediately after cleaning, pretreating, and phosphatizing, apply manufacturer's standard thermosetting baked-enamel finish. Comply with paint manufacturer's written instructions for application, baking, and minimum dry film thickness.
- E. Powder-Coat Finish: Immediately after cleaning and pretreating, electrostatically apply manufacturer's standard baked-polymer thermosetting powder finish. Comply with resin manufacturer's written instructions for application, baking, and minimum dry film thickness.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine walls, floors, and support bases, 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.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install level, plumb, and true; shim as required, using concealed shims.
 1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches (910 mm) o.c. Install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion, using concealed fasteners.

2. Anchor single rows of metal lockers to walls near top of lockers and to concrete bases.
 3. Anchor back-to-back metal lockers to concrete bases.
- B. All-Welded Metal Lockers: Connect groups of all-welded metal lockers together with standard fasteners, with no exposed fasteners on face frames.
- C. Equipment and Accessories: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
1. Attach hooks with at least two fasteners.
 2. Attach door locks on doors using security-type fasteners.
 3. Identification Plates: Identify metal lockers with identification indicated on Drawings.
 - a. Attach plates to each locker door, near top, centered, with at least two aluminum rivets.
 - b. Attach plates to upper shelf of each open-front metal locker, centered, with a least two aluminum rivets.
 4. Attach recess trim to recessed metal lockers with concealed clips.
 5. Attach filler panels with concealed fasteners. Locate fillers panels where indicated on Drawings.
 6. Attach sloping top units to metal lockers, with closures at exposed ends.
 7. Attach boxed end panels with concealed fasteners to conceal exposed ends of nonrecessed metal lockers.
 8. Attach finished end panels with fasteners only at perimeter to conceal exposed ends of nonrecessed metal lockers.
- D. Fixed Locker Benches: Provide not less than 2 pedestals for each bench, uniformly spaced not more than 72 inches (1830 mm) apart. Securely fasten tops of pedestals to undersides of bench tops, and anchor bases to floor.
- E. Freestanding Locker Benches: Place benches in locations indicated on Drawings.

3.3 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean, lubricate, and adjust hardware. Adjust doors and latches to operate easily without binding. Verify that integral locking devices operate properly.
- B. Protect metal lockers from damage, abuse, dust, dirt, stain, or paint. Do not permit metal locker use during construction.
- C. Touch up marred finishes, or replace metal lockers that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by metal locker manufacturer.

****END OF SECTION****

METAL LOCKER RESTORATION

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. Refurbishing and restoring existing metal lockers; work includes but is not limited to the following:
 - a. Cleaning.
 - b. Removing dents.
 - c. Repairing or replacing all non-functioning or missing hardware.
 - d. Replacing missing or damaged fasteners and anchors.
 - e. Replacing missing trim and accessories.
- B. Related Sections include the following:
 - 1. Division 9 Section "Electrostatic Painting" for refinishing existing metal lockers.

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.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
 - 1. Show base, sloping tops, filler panels, recess trim and other accessories.
 - 2. Include locker identification system.
- C. Samples for Verification: At Architect's request, provide samples of each metal locker component.
- D. Qualification Data: For Installer.
- E. Maintenance Data: For adjusting, repairing, and replacing locker doors and latching mechanisms to include in maintenance manuals.
- F. Warranty: Special warranty specified in this Section.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain metal lockers and accessories through one source from a single manufacturer.
- B. Regulatory Requirements: Where metal lockers are indicated to comply with accessibility requirements, comply with the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)."

1. Provide not less than 1 shelf located no higher than 48 inches (1219 mm) above the floor for forward reach.
2. Provide 1 shelf located at bottom of locker no lower than 15 inches (381 mm) above the floor for forward reach.
3. Provide hardware that does not require tight grasping, pinching, or twisting of the wrist, and that operates with a force of not more than 5 lbf (22.2 N).

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Do not deliver metal lockers until spaces to receive them are clean, dry, and ready for metal locker installation.
- B. Deliver master and control keys and combination control charts to Owner.

1.6 WARRANTY

- A. Special Warranty: Contractor agrees to repair or replace components of metal lockers that fail in materials or workmanship, excluding finish, within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Faulty operation of latches and other door hardware.
 2. Damage from deliberate destruction and vandalism is excluded.
 3. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide new lockers, hardware, and accessories by the same manufacturer as the existing lockers. If this is not possible, provide products from one of the following.
 1. DeBourgh Mfg. Co.
 2. List Industries Inc.
 3. Lyon Workspace Products.
 4. Penco Products, Inc.
 5. Republic Storage Systems Company.

2.2 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008, Commercial Steel (CS) Type B, suitable for exposed applications.
- B. Fasteners: Zinc- or nickel-plated steel, slotless-type exposed bolt heads, and self-locking nuts or lock washers for nuts on moving parts.

- C. Anchors: Select material, type, size, and finish required for secure anchorage to each substrate.
 - 1. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance.
 - 2. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

2.3 METAL LOCKER COMPONENTS

- A. Body: Assembled by riveting or bolting body components together. Fabricate from unperforated, cold-rolled steel sheet with thicknesses as follows:
 - 1. Tops, Bottoms, and Intermediate Dividers: 0.0209 inch (0.55 mm), with single bend at sides.
 - 2. Backs and Sides: 0.0209 inch (0.55 mm) thick, with full-height, double-flanged connections.
 - 3. Shelves: 0.0209 inch (0.55 mm) thick, with double bend at front and single bend at sides and back.
- B. Frames: Channel formed; fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet; lapped and factory welded at corners; with top and bottom main frames factory welded into vertical main frames. Form continuous, integral door strike full height on vertical main frames.
 - 1. Cross Frames between Tiers: Channel formed and fabricated from same material as main frames; welded to vertical frame members.
- C. Doors: One-piece; fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet; formed into channel shape with double bend at vertical edges, and with right-angle single bend at horizontal edges.
 - 1. Doors less than 12 inches (305 mm) wide may be fabricated from 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet.
 - 2. Box lockers less than 15 inches (381 mm) wide may be fabricated from 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet.
 - 3. Reinforcement: Manufacturer's standard reinforcing angles, channels, or stiffeners for doors more than 15 inches (381 mm) wide; welded to inner face of doors.
 - 4. Door Style: Vented panel as follows:
 - a. Louvered Vents: Match existing.
- D. Hinges: Welded to door and attached to door frame with not less than 2 factory-installed rivets per hinge that are completely concealed and tamper resistant when door is closed; fabricated to swing 180 degrees.
 - 1. Knuckle Hinges: Steel, full loop, 5 or 7 knuckles, tight pin; minimum 2 inches (51 mm) high. Provide not less than 3 hinges for each door more than 42 inches (1067 mm) high.

- E. Door Handle and Latch for Box Lockers: Stainless-steel strike plate with integral pull; with steel padlock loop that projects through metal locker door.
- F. Equipment: Equip each metal locker with identification plate and the following, unless otherwise indicated:
 - 1. Single-Tier Units: Shelf, one double-prong ceiling hook, and two single-prong wall hooks.
 - 2. Double-Tier Units: One double-prong ceiling hook and two single-prong wall hooks.
 - 3. Triple-Tier and Box Units: One double-prong ceiling hook.
- G. Accessories:
 - 1. Continuous Base: Fabricated from cold-rolled steel sheet, manufacturer's standard thickness, but not less than 0.0528 inch (1.35 mm) thick.
 - a. Height: Match existing.
 - 2. Continuous Sloping Tops: Fabricated from cold-rolled steel sheet, manufacturer's standard thickness, but not less than 0.0329 inch (0.85 mm) thick.
 - a. Closures: Vertical-end type.
 - b. Sloped top corner fillers, mitered.
 - 3. Recess Trim: Fabricated from 0.0428-inch- (1.1-mm-) thick, cold-rolled steel sheet.
 - 4. Filler Panels: Fabricated from cold-rolled steel sheet, manufacturer's standard thickness, but not less than 0.0329 inch (0.85 mm) thick.
 - 5. Boxed End Panels: Fabricated from 0.0528-inch- (1.35-mm-) thick, cold-rolled steel sheet.
 - 6. Finished End Panels: Fabricated from 0.0209-inch- (0.55-mm-) thick, cold-rolled steel sheet.
- H. Finish: Refer to Division 9 Section "Electrostatic Painting" for refinishing of metal lockers.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine walls, floors, and support bases, 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.
- B. Proceed with restoration of lockers only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Restore lockers to their original working condition. Replace inoperable and missing components as needed. Install level, plumb, and true; shim as required, using concealed shims.

1. Anchor locker runs at ends and at intervals recommended by manufacturer, but not more than 36 inches (910 mm) o.c. Install anchors through backup reinforcing plates, channels, or blocking as required to prevent metal distortion, using concealed fasteners.
 2. Anchor single rows of metal lockers to walls near top of lockers and to concrete base.
 3. Anchor back-to-back metal lockers to concrete base.
- B. All-Welded Metal Lockers: Connect groups of all-welded metal lockers together with standard fasteners, with no exposed fasteners on face frames.
- C. Equipment and Accessories: Fit exposed connections of trim, fillers, and closures accurately together to form tight, hairline joints, with concealed fasteners and splice plates.
1. Attach hooks with at least two fasteners.
 2. Attach door locks on doors using security-type fasteners.
 3. Identification Plates: Identify metal lockers with identification indicated on Drawings.
 - a. Attach plates to each locker door, near top, centered, with at least two aluminum rivets.
 - b. Attach plates to upper shelf of each open-front metal locker, centered, with a least two aluminum rivets.
 4. Attach recess trim to recessed metal lockers with concealed clips.
 5. Attach filler panels with concealed fasteners. Locate fillers panels where indicated on Drawings.
 6. Attach sloping top units to metal lockers, with closures at exposed ends.
 7. Attach boxed end panels with concealed fasteners to conceal exposed ends of nonrecessed metal lockers.
 8. Attach finished end panels with fasteners only at perimeter to conceal exposed ends of nonrecessed metal lockers.

3.3 ADJUSTING, CLEANING, AND PROTECTION

- A. Clean, lubricate, and adjust hardware. Adjust doors and latches to operate easily without binding. Verify that integral locking devices operate properly.
- B. Protect metal lockers from damage, abuse, dust, dirt, stain, or paint. Do not permit metal locker use during construction.
- C. Touch up marred finishes, or replace metal lockers that cannot be restored to factory-finished appearance. Use only materials and procedures recommended or furnished by metal locker manufacturer.

****END OF SECTION****

TELESCOPING STANDS

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. Wall-attached telescoping stands.

1.3 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design telescoping stands, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Structural Performance: Telescoping stands shall withstand the effects of gravity loads and loads and stresses within limits and under conditions indicated according to ICC 300.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for telescoping stands.
- B. Shop Drawings: For telescoping stands in both stacked and extended positions. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Wiring Diagrams: For power, signal, and control wiring.
- C. Delegated-Design Submittal: For telescoping stands indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Welding certificates.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For telescoping stands to include in operation and maintenance manuals.
 - 1. Precautions for cleaning materials and methods that could be detrimental to telescoping stand finishes and performance.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.

- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," and AWS D1.3, "Structural Welding Code - Sheet Steel."
 - C. 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.
 - D. Standard: Provide telescoping stands to comply with ICC 300.
 - E. Regulatory Requirements: Comply with applicable provisions in ICC/ANSI A117.1.
 - F. Preinstallation Conference: Conduct conference at Project site.
- 1.8 PROJECT CONDITIONS
- A. Field Measurements: Verify actual dimensions of openings and construction contiguous with telescoping stands by field measurements before fabrication. Verify locations of walls, columns, and other construction that will interface with operating telescoping stands.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Wood:
 - 1. Lumber: Kiln dried, surfaced four sides; southern pine complying with SPIB's "Standard Grading Rules for Southern Pine Lumber" for B&B Finish (B and better) grade-of-finish requirements.
- B. Steel:
 - 1. Structural-Steel Shapes, Plates, and Bars: ASTM A 36/A 36M.
 - 2. Galvanized-Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation.
 - 3. Uncoated Steel Sheet: ASTM A 1008/A 1008M, Designation CS (cold-rolled commercial steel), or ASTM A 1011/A 1011M, Designation CS (hot-rolled commercial steel).
 - 4. Tubing: ASTM A 500, cold formed; ASTM A 501, hot formed; or ASTM A 513, mechanical.
- C. Extruded Aluminum: ASTM B 221 (ASTM B 221M), alloy as standard for manufacturer.
- D. Polyethylene Plastic: High-density polyethylene; molded, color-pigmented, textured, impact-resistant, structural formulation.

2.2 TELESCOPING STANDS

- A. General: Operable systems of multiple-tiered seating on interconnected folding platforms that close, without being dismantled, into a nested stack for storing. Stand units permit opening and closing of adjacent rows, allow individual and collective rows to be locked open for use, and close with vertical faces of upper skirts on the same vertical plane.
- B. Wall-Attached Telescoping Stands: Forward-folding system, in which the bleachers open in the forward direction by initially moving the front row away from the stack to the fully extended position, and the rear of bleacher understructure is permanently attached to wall construction.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Interkal LLC closed deck telescopic bleachers, or comparable product by one of the following:
 - a. Hussey Seating Company.
 - b. Irwin Telescopic Seating Company.
 - c. Kodiak Industries Ltd.
2. Row Spacing: 22 inches (558.8 mm).
3. Row Rise: 10.25 inches (292.1 mm) for each bank of bleachers on each Balcony.
4. Operation: Electrically operated, with friction-type, integral power unit.
 - a. Limit Switches: Automatically stop integral power system when each bank location of telescoping stands reach fully opened or closed positions.
 - b. Motion Monitor: Flashing light with self-contained warning horn, rated at 85 dB at 10 feet (3 m), mounted under telescoping seating for audio and visual warning during integral power operation.
 - c. Transformer: As required to coordinate current characteristics of motor and control station with building electrical system.
 - d. Control Device: dual directional, removable pendant control system.

2.3 COMPONENTS

- A. Benches: Seats and skirts.
 1. Material: Molded polyethylene plastic with contour surfaces.
 2. Alternate No. 1: Interkal CSM seat.
 - a. Color: As selected by Architect from manufacturer's full range of standard colors.
 3. Bench Height: Not less than 16 inches (406 mm) or more than 18 inches (457 mm).
 4. Bench Depth: 10 inches (254 mm).
- B. Wheelchair-Accessible Seating: Locate retractable truncated benches to provide wheelchair-accessible seating at locations indicated on Drawings.
 1. Equip tiers adjacent to wheelchair-accessible seating with front rails as required by referenced safety standard.
 2. Equip cutouts with full-width front closure panels that match decking construction and finish and that extend from underside of tiers adjacent to cutouts to 1-1/2 inches (38 mm) from finished floor.
- C. Deck: Plywood, 3/4 inch (19 mm) thick.
 1. Finish: Polyethylene textured overlay bonded to substrate with exterior glue.
 - a. Color: As selected by Architect from manufacturer's standard colors.
- D. Risers: Steel sheet with manufacturer's standard, rust-inhibiting coating or hot-dip galvanized finish.
- E. Safety Rails: Structural steel, finished with manufacturer's standard powder coat system.

1. Self-storing mid-aisle handrails located at centerline of each vertical aisle with seating on both sides, or removable for comparable product.
2. End rails (guards) that are telescoping and self-storing.
3. Back rails (guards) along rear of units where required by referenced safety standard.
4. Fixed front rails (guards) along front of units where required by referenced safety standard.
5. Fixed rails around accessible seating cutouts and truncations.
6. Removable, programming-support front rails to allow seating in upper rows while lower rows remain in the stored position.
7. Color: As selected by Architect from manufacturer's full range of standard colors.

F. Vinyl Curtain:

1. Provide manufacturers' standard vinyl end curtain where indicated on drawings to completely conceal area under bleacher units from floor to rear wall to deck level at each row in the extended position. Architect shall select from manufacturer's full line of standard end curtain fabric colors.

G. Understructure: Structural steel.

1. Finish: Manufacturer's standard.
2. Color: Manufacturer's standard.

H. Support Column Wheels: Nonmarring, soft, rubber-face wheel assembly under each support column.

1. Include wheels of size, number, and design required to support stands and operate smoothly without damaging the flooring surface, but no fewer than four per column or less than 3-1/2 inches (89 mm) in diameter and 1 inch (25.4 mm) wide.

I. Fasteners: Vibration proof, in manufacturer's standard size and material.

2.4 ACCESSORIES

A. Steps:

1. Slip-resistant, abrasive tread surfaces at vertical aisles.
2. Intermediate aisle steps, fully enclosed, at each vertical aisle.
3. Transitional top step, fully enclosed, at each vertical aisle where last row of telescoping stands is adjacent to a cross aisle.
4. Removable front steps, fully enclosed, at each vertical aisle, that engage with front row to prevent accidental separation or movement and are equipped with a minimum of four skid-resistant feet.

B. Closure Panels and Void Fillers:

1. Aisle closures at foot level that produce flush vertical face at aisles when system is stored.
2. End panels covering exposed ends of stands in the stored position.

C. Signage:

1. Accessibility signs at each accessible space.

2.5 FABRICATION

- A. Fabricate understructure from structural-steel members in size, spacing, and form required to support design loads specified in referenced safety standard.
- B. Weld understructure to comply with applicable AWS standards.
- C. Round corners and edges of components and exposed fasteners to reduce snagging and pinching hazards.
- D. Form exposed sheet metal with flat, flush surfaces, level and true in line, and without cracking and grain separation.
- E. Seating Supports: Fabricate supports to withstand, without damage to components, the forces imposed by use of stands without failure or other conditions that might impair the usefulness of seating units.
 1. Cantilever bench seat supports to produce toe space uninterrupted by vertical bracing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas where telescoping stands are to be installed, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install telescoping stands to comply with referenced safety standard and manufacturer's written instructions.

3.3 ADJUSTING AND CLEANING

- A. On completion of installation, lubricate, test, and adjust each telescoping stand unit so that it operates according to manufacturer's written operating instructions.
- B. Clean installed telescoping stands on exposed and semiexposed surfaces. Touch up shop-applied finishes or replace components as required to restore damaged or soiled areas.

3.4 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain telescoping stands.

END OF SECTION

MECHANICAL GENERAL REQUIREMENTS

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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 work of this Section.

1.2 SUMMARY

- A. This Section includes mechanical general administrative and procedural requirements. The following requirements are included in this Section to supplement the requirements specified in Division 01 Specification Sections.

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.

1. AABC – Associated Air Balance Council.
2. ABMA - American Bearing Manufacturers Association.
3. ABMA – American Boiler Manufacturers Association.
4. AHRI - Air-Conditioning, Heating, and Refrigeration Institute (The).

5. AMCA - Air Movement and Control Association International, Inc.
6. ANSI – American National Standards Institute.
7. ASHRAE – American Society of Heating, Refrigeration and Air Conditioning Engineers.
8. ASTM – American Society for Testing Materials.
9. CDA – Copper Development Association.
10. CGA – Compressed Gas Association.
11. CSA – CSA International.
12. HI – Hydraulic Institute.
13. Intertek – Intertek Group.
14. NAIMA – North American Insulation Manufacturers Association.
15. NEBB – National Environmental Balancing Bureau.
16. NEC – National Electrical Code.
17. NECA - National Electrical Contractors Association.
18. NEMA – National Electrical Manufacturer’s Association.
19. NFPA – National Fire Protection Association.
20. SMACNA – Sheet Metal and Air Conditioning Contractors National Association.
21. UL – Underwriter’s Laboratories, Inc.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

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

1.4 PERFORMANCE REQUIREMENTS

A. Systems Components Pressure and Temperature Ratings: Not less than indicated and as required for system pressures and temperatures.

1.5 QUALITY ASSURANCE

A. Scope of Work: Furnish all labor, material, equipment, technical supervision, and incidental services required to complete, test and leave ready for operation the mechanical systems as specified and as indicated on Drawings.

1. Contract Documents are complimentary, and what is required by one shall be as binding as if required by all. In the event of inconsistencies or disagreements within the Construction Documents bids shall be based on the most expensive combination of quality and quantity of the work indicated.
 - B. Ordinances and Codes: Perform all Work in accordance with applicable Federal, State and local ordinances and regulations, the Rules and Regulations of ASHRAE, NFPA, SMACNA and UL, unless otherwise indicated.
 1. Notify the Architect/Engineer in writing before submitting a proposal should any changes in Drawings or Specifications be required to conform to the above codes, rules or regulations.
 2. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without notice to A/E, the Contractor shall bear all costs arising from corrective measures.
 - C. Source Limitations: Obtain equipment and other components of the same or similar systems through one source from a single manufacturer.
 - D. Tests and Inspections: Perform all tests required by state, city, county and/or other agencies having jurisdiction. Provide all materials, equipment, etc., and labor required for tests.
 - E. Performance Requirements: Perform all work in a first class and workmanlike manner, in accordance with the latest accepted standards and practices for the trades involved.
 - F. Sequence and Schedule: Perform work to avoid interference with the work of other trades. Remove and relocate work which in the opinion of the Owner's Representatives causes interference.
 - G. Labeling Requirement for Packaged Equipment: Electrical panels on packaged mechanical equipment shall bear UL label or label of other Nationally Recognized Testing Laboratory (NRTL) (Intertek, CSA, etc.).
- 1.6 CODES, PERMITS AND FEES
- A. Unless otherwise indicated, all required permits, licenses, inspections, approvals and fees for Mechanical Work shall be secured and paid for by the Contractor. All Work shall conform to all applicable codes, rules and regulations.
 - B. All work shall be executed in accordance with the rules and regulations set forth in local and state codes. Prepare any detailed drawings or diagrams which may be required by the governing authorities. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern.
- 1.7 DRAWINGS
- A. The drawings show the location and general arrangement of equipment, piping and related items. They shall be followed as closely as elements of the construction will permit.
 - B. Examine the drawings of other trades and verify the conditions governing the work on the job site. Arrange work accordingly. Provide fittings, valves, and accessories as required to meet actual conditions.

- C. Deviations from the drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect/Engineer.
- D. The Architectural and Structural Drawings take precedence in all matters pertaining to the building structure, Mechanical Drawings in all matters pertaining to Mechanical Trades and Electrical Drawings in all matters pertaining to Electrical Trades. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the Architect/Engineer for resolution.
- E. Drawings are not intended to be scaled for rough-in or to serve as shop drawings. Take all field measurements required to complete the Work.

1.8 MATERIAL AND EQUIPMENT MANUFACTURERS

- A. Equipment: All items of equipment shall be furnished complete with all accessories normally supplied with the catalog items listed and all other accessories necessary for a complete and satisfactory operating system. All equipment and materials shall be new and shall be standard products of manufacturers regularly engaged in the production of plumbing, heating, ventilating and air conditioning equipment and shall be the manufacturer's latest design.
- B. If an approved manufacturer is other than the manufacturer used as the basis for design, the equipment or product provided shall be equal in size, quality, durability, appearance, capacity, and efficiency through all ranges of operation, shall conform with arrangements and space limitations of the equipment shown on the plans and/or specified, shall be compatible with the other components of the system and shall comply with the requirements for Items Requiring Prior Approval specified in this section of the Specifications. All costs to make these items of equipment comply with these requirements including, but not limited to, piping, sheet metal, electrical work, and building alterations shall be included in the original Bid.
- C. All package unit equipment and skid mounted mechanical components that are factory assembled shall meet, in detail, the products named and specified within each section of the Mechanical and Electrical Specifications.
- D. Changes Involving Electrical Work: The design of the mechanical systems is based on the equipment scheduled on the Drawings. 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 with no additional cost to project. If minimum energy ratings or efficiencies are specified, equipment shall comply with requirements.
 - 1. Where equipment changes are made that involve additional Electrical Work (larger size motor, additional wiring of equipment, etc.) the Mechanical Trades involved shall compensate the Electrical Trades for the cost of the additional Work required.

1.9 INSPECTION OF SITE

- A. Visit the site, examine and verify the conditions under which the Work must be conducted before submitting Proposal. The submitting of a Proposal implies that the Contractor has visited the site and understands the conditions under which the Work must be conducted. No additional charges will be allowed because of failure to make this examination or to include all materials and labor to complete the Work.

- B. No contract sum adjustments or contract time extensions will be made for Contractor claims arising from conditions which were or could have been observable, ascertainable or reasonably foreseeable from a site visit or inquiry into local conditions affecting the execution of the work.

1.10 ITEMS REQUIRING PRIOR APPROVAL

- A. Bids shall be based upon manufactured equipment specified. All items that the Contractor proposes to use in the Work that are not specifically named in the Contract Documents must be submitted for review prior to bids. Such items must be submitted in compliance with Division 01 specifications. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations.
 - 1. Equipment to be considered for prior approval shall be equal in quality, durability, appearance, capacity and efficiency through all ranges of operation, shall fulfill the requirements of equipment arrangement and space limitations of the equipment shown on the plans and/or specified and shall be compatible with the other components of the system.
 - 2. All costs incurred to make equipment comply with other requirements, including providing maintenance, clearance, piping, sheet metal, electrical, replacement of other components, and building alterations shall be included in the original bid.
- B. Voluntary alternates may be submitted for consideration, with listed addition or deduction to the bid, but will not affect the awarding of the contract.

1.11 SUBMITTALS

- A. Submit project specific submittals for review in compliance with Division 01.
- B. Prepare shop drawings to scale for the Architect/Engineer for review. Equipment and material submittals required are indicated in the Mechanical; Fire Suppression; Plumbing; and Heating, Ventilating and Air Conditioning Sections. Refer to Division 01 for submittal quantities.
- C. All submittals shall be submitted in groupings of similar and/or related items. Plumbing fixture submittals shall be submitted as one package including all fixtures intended to be used for this project. Incomplete submittal groupings will be returned "Rejected". Submit shop drawing with identification mark number or symbol numbers as specified or scheduled on the Mechanical Drawings.
- D. All submittals shall be project specific. Standard detail drawings and schedule not clearly indicating which data is associated with this Project will be returned "Rejected".
- E. Shop drawings shall be reviewed by the Mechanical Contractor for completeness and accuracy prior to submitting to the Architect/Engineer for review. The shop drawings shall be dated and signed by the Mechanical Contractor prior to submission.
- F. No equipment shall be shipped from stock or fabricated until shop drawings for them have been reviewed by the Architect/Engineer. Review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action indicated is subject to the requirement of the plans and specifications.

1. By the review of shop drawings, the Architect/Engineer does not assume responsibility for actual dimensions or for the fit of completed work in position, nor does such review relieve Mechanical Trades of full responsibility for the proper and correct execution of the work required.
2. Contractor is responsible for:
 - a. Dimensions, which shall be confirmed and correlated at the job site.
 - b. Fabrication processes and techniques of construction.
 - c. Quantities.
 - d. Coordination of Contractor's work with all other trades.
 - e. Satisfactory performance of Contractor's work.
 - f. Temporary aspects of the construction process.
- G. If deviations (not substitutions) from Contract Documents are deemed necessary by the Contractor, details of such deviations, including changes in related portions of the project and the reasons therefore, shall be submitted with the submittal for approval.

1.12 OPERATION AND MAINTENANCE INSTRUCTIONAL MANUALS

- A. Submit project specific Operation and Maintenance Instructional Manuals for review in compliance with Division 01 Specification Sections.
- B. Provide complete operation and maintenance instructional manuals covering all mechanical equipment herein specified, together with parts lists. Maintenance and operating instructional manuals shall be job specific to this project. Generic manuals are not acceptable. One copy of all manuals shall be furnished for Owner. Maintenance and operating instructional manuals shall be provided when construction is approximately 75 percent complete.
- C. Format: Submit operations and maintenance manuals in the following format:
 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
 - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
 - b. Enable inserted reviewer comments on draft submittals.
- D. The operating and maintenance instructions shall include a brief, general description for all mechanical systems including, but not limited to:
 1. Routine maintenance procedures.
 2. Lubrication chart listing all types of lubricants to be used for each piece of equipment and the recommended frequency of lubrication.
 3. Trouble-shooting procedures.
 4. Contractor's telephone numbers for warranty repair service.
 5. Submittals.
 6. Recommended spare parts lists.

7. Names and telephone numbers of major material suppliers and subcontractors.

8. System schematic drawings.

1.13 RECORD DRAWINGS

- A. Submit record drawings in compliance with Division 01.
- B. Contractor shall submit to the Architect/Engineer, record drawings on electronic media or vellum which have been neatly marked to represent as-built conditions for all new mechanical work.
- C. The Contractor shall keep accurate note of all deviations from the construction documents and discrepancies in the underground concealed conditions and other items of construction on field drawings as they occur. The marked up field documents shall be available for review by the Architect, Engineer and Owner at their request.

1.14 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of mechanical equipment and systems at agreed upon times. A minimum of 24 hours of formal instruction to Owner's personnel shall be provided for each building. Additional hours are specified in individual specification sections.
- B. For equipment requiring seasonal operation, perform instructions for other seasons within six months.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. In addition to individual equipment training provide overview of each mechanical system. Utilize the as-built documents for this overview.
- E. Prepare and insert additional data in operation and maintenance manual when need for such data becomes apparent during instruction.

1.15 WARRANTY

- A. Warranty: Comply with the requirements in Division 01 Specification Sections. Contractor shall warranty that the mechanical installation is free from defects and agrees to replace or repair, to the Owner's satisfaction, any part of this mechanical installation which becomes defective within a period of one year (unless specified otherwise in other Mechanical; Fire Suppression; Plumbing; or Heating, Ventilating and Air Conditioning Sections) from the date of substantial completion following final acceptance, provided that such failure is due to defects in the equipment, material, workmanship or failure to follow the contract documents.
- B. File with the Owner any and all warranties from the equipment manufacturers including the operating conditions and performance capacities they are based on.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1 MECHANICAL DEMOLITION WORK

- A. All demolition of existing mechanical equipment and materials shall be done by the Contractor unless otherwise indicated. Include all items such as, but not limited to, existing piping, draining of piping, pumps, ductwork, supports and equipment where such items are not required for the proper operation of the modified system.
- B. In general, demolition work is indicated on the Drawings. However, the Contractor shall visit the job site to determine the full extent and character of this Work.
- C. Unless specifically noted to the contrary, removed materials shall not be reused in the work. Salvaged materials that are to be reused shall be stored safe against damage and turned over to the appropriate trade for reuse. Salvaged materials of value that are not to be reused shall remain the property of the Owner unless such ownership is waived. Remove items from the systems and turn over to the Owner in their condition prior to removal. The Owner shall move and store these materials. Items on which the Owner waives ownership shall become the property of the Contractor, who shall remove and legally dispose of same, away from the premises.
- D. Work that has been cut or partially removed shall be protected against damage until covered by permanent construction.
- E. Clean and flush the interior and exterior of all existing relocated equipment and its related piping, valves, and accessories that are to be reused of all mud, debris, pipe dope, oils, welding slag, loose mill scale, rust and other extraneous material so that the existing equipment and all accessories can be repainted and repaired as required to place in first-class working condition.
- F. Where existing equipment is to be removed, cap piping under floor, behind face of wall, above ceiling or at mains. Cap or plug piping with same or compatible piping material.

3.2 WORK IN EXISTING BUILDINGS

- A. The Owner will provide access to existing buildings as required. Access requirements to occupied buildings shall be identified on the project schedule. The Contractor, once Work is started in the existing building, shall complete same without interruption so as to return work areas as soon as possible to Owner.
- B. Adequately protect and preserve all existing and newly installed Work. Promptly repair any damage to same at Contractor's expense.
- C. Consult with the Owner's Representative as to the methods of carrying on the Work so as not to interfere with the Owner's operation any more than absolutely necessary. Accordingly, all service lines shall be kept in operation as long as possible and the services shall only be interrupted at such time as will be designated by the Owner's Representative.
- D. Prior to starting work in any area, obtain approval for doing so from a qualified representative of the Owner who is designated and authorized by the Owner to perform testing and abatement, if necessary, of all hazardous materials including but not limited to, asbestos. The Contractor shall not perform any inspection, testing, containment, removal or other work that is related in any way whatsoever to hazardous materials under the Contract.

3.3 WORK INVOLVING OTHER TRADES

- A. Certain items of equipment or materials specified in the Mechanical Division may have to be installed by other trades due to code requirements or union jurisdictional requirements. In such instances, the Contractor shall complete the work through an approved, qualified subcontractor and shall include the full cost for same in proposal.

3.4 ACCEPTANCE PROCEDURE

- A. Upon successful completion of start-up and recalibration, but prior to building acceptance, substantial completion and commencement of warranties, the Architect/Engineer shall be requested in writing to observe the satisfactory operation of all mechanical control systems.
- B. The Contractor shall demonstrate operation of equipment and control systems, including each individual component, to the Owner and Architect/Engineer.
- C. After correcting all items appearing on the punch list, make a second written request to the Owner and Architect/Engineer for observation and approval.
- D. After all items on the punch list are corrected and formal approval of the mechanical systems is provided by the Architect/Engineer, the Contractor shall indicate to the Owner in writing the commencement of the warranty period.

END OF SECTION

BASIC MECHANICAL MATERIALS AND METHODS

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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. Related Sections include the following:
 - 1. Division 20 Section "Mechanical General Requirements."

1.2 SUMMARY

- A. This section includes mechanical materials and installation methods common to mechanical piping systems and equipment. This section supplements all other Division 20, 21, 22, and 23 Mechanical Sections, and Division 01 Specification Sections.

1.3 DEFINITIONS

- A. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, 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 in duct shafts.

- 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. ABS: Acrylonitrile-butadiene-styrene plastic.
 - 2. CPVC: Chlorinated polyvinyl chloride plastic.
 - 3. PE: Polyethylene plastic.
 - 4. 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 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with requirements in Public Law 111-380, "Reduction of Lead in Drinking Water Act," about lead content in materials that will be in contact with potable water for human consumption.
- B. Comply with NSF 14, "Plastics Piping System Components and Related Materials," for plastic, potable domestic water piping and components. Include marking "NSF-pw" on piping.
- C. Comply with NSF 61, "Drinking Water System Components - Health Effects; Sections 1 through 9," for potable domestic water piping and components.
- D. Comply with NSF 372, "Drinking Water System Components – Lead Content" for potable domestic water piping and components.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection: Provide adequate weather protected storage space for all mechanical equipment and materials deliveries to the job site. Storage locations will be designated by the Owner's Representative. Equipment stored in unprotected areas must be provided with temporary protection.
 - 1. Protect equipment and materials from theft, injury or damage.
 - 2. Protect equipment outlets, pipe and duct openings with temporary plugs or caps.
 - 3. Materials with enamel or glaze surface shall be protected from damage by covering and/or coating as recommended in bulletin "Handling and Care of Enameled Cast Iron Plumbing Fixtures", issued by the Plumbing Fixtures Manufacturer Association, and as approved.

1.6 COORDINATION

- A. Install Work to avoid interference with work of other trades including, but not limited to, Architectural and Electrical Trades. Remove and relocate any work that causes an interference at Contractor's expense.
- B. The mechanical trades shall be responsible for all damage to other work caused by their work or through the neglect of their workers.
 - 1. All patching and repair of any such damaged work shall be performed by the trades which installed the work. The cost shall be paid by the Mechanical Trades.

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. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 PIPE THREAD COMPOUNDS

- A. Pipe thread compounds for the fluid service compatible with piping materials provided.
- B. Compounds for potable water service and similar applications acceptable to U.S. Department of Agriculture (USDA) or Food and Drug Administration (FDA). Compounds containing lead are prohibited.
- C. Inorganic zinc-rich coatings or corrosion inhibited proprietary compounds for galvanized carbon steel systems to coat raw carbon steel surfaces, in lieu of subsequent painting.
 - 1. Manufacturers:
 - a. Carboline "Carbo-Zinc 12."
 - b. Tnemec.
 - c. Koppers.

2.3 ESCUTCHEONS

- A. Description: Manufactured wall and ceiling escutcheons, with an ID to closely fit around pipe, tube, and insulation of insulated piping and an OD that completely covers opening.
 - 1. New Piping:
 - a. Piping with Fitting or Sleeve Protruding from Wall: One-piece, deep-pattern type.
 - b. Chrome-Plated Piping or Piping in High Humidity Areas: One-piece, cast-brass type with polished chrome-plated finish.
 - c. Insulated Piping: One-piece, stamped-steel type with spring clips.
 - d. Bare Piping in Finished Spaces: One-piece, stamped-steel type.
 - e. Bare Piping in Unfinished Service Spaces or Equipment Rooms: Split-plate, stamped-steel type with concealed hinge and set screw.

2. Existing Piping: Use the following:
 - a. Chrome-Plated Piping or Piping in High Humidity Areas: Split-casting, cast-brass type with chrome-plated finish.
 - b. Insulated Piping: Split-plate, stamped-steel type with concealed hinge and spring clips.
 - c. Bare Piping: Split-plate, stamped-steel type with set screw or spring clips.

PART 3 - EXECUTION

3.1 PIPING SYSTEMS - COMMON REQUIREMENTS

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems.

3.2 EQUIPMENT CONNECTIONS

- A. Make connections to equipment, fixtures, and other items included in the work in accordance with the submittals and rough-in measurements furnished by the manufacturers of the particular equipment furnished.

3.3 EQUIPMENT INSTALLATION - COMMON REQUIREMENTS

- A. Install equipment level and plumb, parallel and perpendicular to other building systems and components in exposed interior spaces, unless otherwise indicated.
- B. The Contract Documents indicate items to be purchased and installed. The items are noted by a manufacturer's name, catalog number and/or brief description. The catalog number may not designate all the accessory parts for a particular application. Arrange with the manufacturer for the purchase of all items required for a complete installation.

3.4 CLEANING

- A. Each Mechanical Trade shall be responsible for removing all debris daily as required to maintain the work area in a neat, orderly condition.
- B. Upon completion of work in each respective area, clean and protect work. Just prior to final acceptance, perform additional cleaning as necessary to provide clean equipment and areas to the Owner.

****END OF SECTION****

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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. Related Sections include the following:
 - 1. Division 20 Section "Mechanical General Requirements."
 - 2. Division 20 Section "Basic Mechanical Materials and Methods."

1.2 DEFINITIONS

- A. ABS: Acrylonitrile-butadiene-styrene plastic.
- B. Accessible Fixture: Plumbing fixture that can be approached, entered, and used by people with disabilities.
- C. Cast Polymer: Cast-filled-polymer-plastic material. This material includes cultured-marble and solid-surface materials.
- D. Cultured Marble: Cast-filled-polymer-plastic material with surface coating.
- E. Fitting: Device that controls the flow of water into or out of the plumbing fixture. Fittings specified in this Section include supplies and stops, faucets and spouts, shower heads and tub spouts, drains and tailpieces, and traps and waste pipes. Piping and general-duty valves are included where indicated.
- F. FRP: Fiberglass-reinforced plastic.

- G. PMMA: Polymethyl methacrylate (acrylic) plastic.
- H. PVC: Polyvinyl chloride plastic.
- I. Solid Surface: Nonporous, homogeneous, cast-polymer-plastic material with heat-, impact-, scratch-, and stain-resistance qualities.

1.3 SUBMITTALS

- A. Product Data: For each type of plumbing fixture indicated. Include selected fixture and trim, fittings, accessories, appliances, appurtenances, equipment, and supports. Indicate materials and finishes, dimensions, construction details, and flow-control rates.
- B. Coordination Drawings: Counter cutout templates for mounting of counter-mounted plumbing fixtures.
- C. Operation and Maintenance Data: For plumbing fixtures and trim to include in operation and maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain plumbing fixtures, faucets, and other components of each category through one source from a single manufacturer.
 - 1. Exception: If fixtures, faucets, or other components are not available from a single manufacturer, obtain similar products from other manufacturers specified for that category.
- B. Regulatory Requirements: Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities" for plumbing fixtures for people with disabilities.
- C. Regulatory Requirements: Comply with requirements in Public Law 102-486, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.
- D. Regulatory Requirements: Comply with requirements in Public Law 111-380, "Reduction of Lead in Drinking Water Act," about lead content in materials that will be in contact with potable water for human consumption.
- E. Comply with NSF 61, "Drinking Water System Components - Health Effects; Sections 1 through 9," and NSF 372 Drinking Water System Components – Lead Content for potable domestic water piping and components.
- F. Select combinations of fixtures and trim, faucets, fittings, and other components that are compatible.
- G. Comply with applicable ANSI, ASME, ASSE, ASTM, ICC, NSF, and UL standards and other requirements specified for plumbing fixtures, trim, fittings, components, and features.

PART 2 - PRODUCTS (REFER TO PLUMBING FIXTURE SCHEDULE)

2.1 HIGH EFFICIENCY TOILETS

2.2 LAVATORIES

2.3 URINALS

2.4 FIXTURE SUPPLIES

2.5 PROTECTIVE SHIELDING GUARDS

A. Protective Shielding Pipe Covers:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Engineered Brass Co.
 - b. Insul-Tect Products Co.; a Subsidiary of MVG Molded Products.
 - c. McGuire Manufacturing Co., Inc.
 - d. Plumberex Specialty Products Inc.
 - e. TCI Products; SG-200BV.
 - f. TRUEBRO, Inc.
 - g. Zurn Plumbing Products Group; Z8946-3-NT.
2. Description: Manufactured plastic wraps for covering plumbing fixture hot- and cold-water supplies and trap and drain piping. Comply with Americans with Disabilities Act (ADA) requirements.

2.6 FIXTURE SUPPORTS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Josam Company.
2. MIFAB Manufacturing Inc.
3. Smith, Jay R. Mfg. Co.
4. Tyler Pipe; Wade Div.
5. Watts Drainage Products Inc.; a div. of Watts Industries, Inc.
6. Zurn Plumbing Products Group; Specification Drainage Operation.

B. Lavatory Supports:

1. Description: Lavatory carrier with concealed arms and tie rods for wall-mounting, lavatory-type fixture. Include steel uprights with feet.
2. Accessible-Fixture Support: Include rectangular steel uprights.

C. Urinal Supports:

1. Description: For wall-mounting, urinal-type fixture. Include steel uprights with feet.

2. Accessible-Fixture Support: Include rectangular steel uprights.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine roughing-in of water supply and sanitary drainage and vent piping systems to verify actual locations of piping connections before plumbing fixture installation.
- B. Examine cabinets, counters, floors, and walls for suitable conditions where fixtures will be installed.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Assemble plumbing fixtures, trim, fittings, and other components according to manufacturers' written instructions.
- B. Install off-floor supports, affixed to building substrate, for wall-mounting fixtures.
 1. Use carrier supports with waste fitting and seal for back-outlet fixtures.
 2. Use carrier supports without waste fitting for fixtures with tubular waste piping.
 3. Use chair-type carrier supports with rectangular steel uprights for accessible fixtures.
- C. Install back-outlet, wall-mounting fixtures onto waste fitting seals and attach to supports.
- D. Install floor-mounting fixtures on closet flanges or other attachments to piping or building substrate.
- E. Install wall-mounting fixtures with tubular waste piping attached to supports.
- F. Install fixtures level and plumb according to roughing-in drawings. Install accessible fixtures at heights required by local codes.
- G. Install water-supply piping with stop on each supply to each fixture to be connected to water distribution piping. Attach supplies to supports or substrate within pipe spaces behind fixtures. Install stops in locations where they can be easily reached for operation.
 1. Exception: Fixtures with flushometer valves, and faucets or valves with integral stops.
- H. Install ASSE 1070 water-temperature limiting devices on supplies for lavatories and sinks that will be used for handwashing, and where specified.
- I. Install trap and tubular waste piping on drain outlet of each fixture to be directly connected to sanitary drainage system.
- J. Install tubular waste piping on drain outlet of each fixture to be indirectly connected to drainage system.
- K. Install protective shielding guards on exposed traps and supplies of lavatories.
- L. Install toilet seats on water closets.

- M. Install faucet-spout fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.
- N. Install water-supply flow-control fittings with specified flow rates in fixture supplies at stop valves.
- O. Install faucet flow-control fittings with specified flow rates and patterns in faucet spouts if faucets are not available with required rates and patterns. Include adapters if required.
- P. Install traps on fixture outlets.
 - 1. Exception: Omit trap on fixtures with integral traps.
 - 2. Exception: Omit trap on indirect wastes, unless otherwise indicated.
- Q. Install escutcheons at piping wall ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons if required to conceal protruding fittings. Escutcheons are specified in Division 20 Section "Basic Mechanical Materials and Methods."
- R. Seal joints between fixtures and walls, floors, and countertops using sanitary-type, one-part, mildew-resistant silicone sealant. Match sealant color to fixture color. Sealants are specified in Division 7 Section "Joint Sealants."

3.3 CONNECTIONS

- A. Piping installation requirements are specified in other Division 20 and 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Connect fixtures with water supplies, stops, and risers, and with traps, soil, waste, and vent piping. Use size fittings required to match fixtures.
- C. Individual water line branches, waste lines, vents, and traps for connection to individual fixtures, fixture fittings and specialties shall be in accordance with the schedule on the Drawings.

3.4 FIELD QUALITY CONTROL

- A. Verify that installed plumbing fixtures are categories and types specified for locations where installed.
- B. Check that plumbing fixtures are complete with trim, faucets, fittings, and other specified components.
- C. Inspect installed plumbing fixtures for damage. Replace damaged fixtures and components.
- D. Test installed fixtures after water systems are pressurized for proper operation. Replace malfunctioning fixtures and components, then retest. Repeat procedure until units operate properly.

3.5 ADJUSTING

- A. Operate and adjust faucets and controls. Replace damaged and malfunctioning fixtures, fittings, and controls.
- B. Adjust water pressure at faucets to produce proper flow and stream.
- C. Replace washers and seals, or cartridges of leaking and dripping faucets and stops.

3.6 CLEANING

- A. Clean fixtures, faucets, and other fittings with manufacturers' recommended cleaning methods and materials. Do the following:
 - 1. Remove faucet spouts and strainers, remove sediment and debris, and reinstall strainers and spouts.
 - 2. Remove sediment and debris from drains.
- B. After completing installation of exposed, factory-finished fixtures, faucets, and fittings, inspect exposed finishes and repair damaged finishes.

3.7 PROTECTION

- A. Provide protective covering for installed fixtures and fittings.
- B. Do not allow use of plumbing fixtures for temporary facilities unless approved in writing by Owner.

****END OF SECTION****

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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 work of this section.

1.2 SUMMARY

- A. This Section includes electrical general administrative and procedural requirements. The following requirements are included in this Section to supplement the requirements specified in Division 1 Specification Sections.

1.3 REFERENCES

- A. All materials shall be new. The electrical and physical properties of all materials, and the design, performance characteristics, and methods of construction of all items of equipment, shall be in accordance with the latest issue of the various, applicable Standard Specifications of the following recognized authorities:

1. A.N.S.I. American National Standards Institute
2. A.S.T.M. American Society for Testing Materials
3. I.C.E.A. Insulated Cable Engineers Association
4. I.E.E.E. Institute of Electrical and Electronics Engineers
5. N.E.C. National Electrical Code
6. N.E.C.A National Electrical Contractors Association
7. N.E.M.A. National Electrical Manufacturer's Association
8. U.L. Underwriters Laboratories, Inc.
9. N.E.C.A. 1-2000, "Practices for Good Workmanship in Electrical Contracting (ANSI)."

1.4 QUALITY ASSURANCE

- A. Scope of Work: Furnish all labor, material, equipment, technical supervision, and incidental services required to complete, test and leave ready for operation the electrical systems as specified in the Division 26 Sections and as indicated on Drawings.
- B. Ordinances and Codes: Perform all Work in accordance with applicable Federal, State and local ordinances and regulations, the Rules and Regulations of NFPA, NECA, and UL, unless otherwise indicated.
 1. Notify the Architect/Engineer before submitting a proposal should any changes in Drawings or Specifications be required to conform to the above codes, rules or regulations. After entering into Contract, make all changes required to conform to above ordinances, rules and regulations without additional expense to the Owner.
- C. Source Limitations: All equipment of the same or similar systems shall be by the same manufacturer.
- D. Tests and Inspections: Perform all tests required by state, city, county and/or other agencies having jurisdiction. Provide all materials, equipment, etc., and labor required for tests.
- E. Performance Requirements: Perform all work in a first class and workmanlike manner, in accordance with the latest accepted standards and practices for the trades involved.
- F. Sequence and Schedule: Work so as to avoid interference with the work of other trades. Be responsible for removing and relocating any work which in the opinion of the Owner's Representatives causes interference.

1.5 CODES, PERMITS AND FEES

- A. Unless otherwise indicated, all required permits, licenses, inspections, approvals and fees for electrical work shall be secured and paid for by the Contractor. All work shall conform to all applicable codes, rules and regulations.
- B. Rules of local utility companies shall be complied with. Coordinate with the utility company supplying service to the installation and determine all devices including, but not limited to, all

current and potential transformers, meter boxes, C.T. cabinets and meters which will be required and include the cost of all such items and all utilities costs in proposal.

- C. All work shall be executed in accordance with the rules and regulations set forth in local and state codes. Prepare any detailed Drawings or diagrams which may be required by the governing authorities. Where the Drawings and/or Specifications indicate materials or construction in excess of code requirements, the Drawings and/or Specifications shall govern.

1.6 DRAWINGS

- A. The Drawings show the location and general arrangement of equipment, electrical systems and related items. They shall be followed as closely as elements of the construction will permit.
- B. Examine the Drawings of other trades and verify the conditions governing the work on the job site. Arrange work accordingly, providing such fittings, conduit, junction boxes and accessories as may be required to meet such conditions.
- C. Deviations from the Drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect/Engineer.
- D. The architectural and structural Drawings take precedence in all matters pertaining to the building structure, mechanical Drawings in all matters pertaining to mechanical trades and electrical Drawings in all matters pertaining to electrical trades. Where there are conflicts or differences between the Drawings for the various trades, report such conflicts or differences to the Architect/Engineer for resolution.
- E. Drawings are not intended to be scaled for rough-in or to serve as shop drawings. Take all field measurements required to complete the Work.

1.7 MATERIAL AND EQUIPMENT MANUFACTURERS

- A. All items of equipment shall be furnished complete with all accessories normally supplied with the catalog items listed and all other accessories necessary for a complete and satisfactory operating system. All equipment and materials shall be new and shall be standard products of manufacturers regularly engaged in the production of electrical equipment and shall be of the manufacturer's latest design.
- B. If an approved manufacturer is other than the manufacturer used as the basis for design, the equipment or product provided shall be equal in size, quality, durability, appearance, capacity, and efficiency through all ranges of operation, shall conform with arrangements and space limitations of the equipment shown on the plans and/or specified, shall be compatible with the other components of the system and shall comply with the requirements for Items Requiring Prior Approval specified in this section of the Specifications. All costs to make these items of equipment comply with these requirements including, but not limited to, electrical work, and building alterations shall be included in the original Bid. Similar equipment shall be by one manufacturer.

1.8 INSPECTION OF SITE

- A. Visit the site, examine and verify the conditions under which the Work must be conducted before submitting Proposal. The submitting of a Proposal implies that the Contractor has visited the site and understands the conditions under which the Work must be conducted. No additional charges will be allowed because of failure to make this examination or to include all materials and labor to complete the Work.

1.9 ITEMS REQUIRING PRIOR APPROVAL

- A. Bids shall be based upon manufactured equipment specified. All items that the Contractor proposes to use in the Work that are not specifically named in the Contract Documents must be submitted for review prior to bids. Such items must be submitted in compliance with Division 1 specifications. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations.
1. Equipment to be considered for prior approval shall be equal in quality, durability, appearance, capacity and efficiency through all ranges of operation, shall fulfill the requirements of equipment arrangement and space limitations of the equipment shown on the plans and/or specified and shall be compatible with the other components of the system.
 2. All costs incurred to make equipment comply with other requirements, including providing maintenance, clearance, electrical, replacement of other components, and building alterations shall be included in the original bid.
- B. Voluntary alternates may be submitted for consideration, with listed addition or deduction to the bid.

1.10 SHOP DRAWINGS/SUBMITTALS

- A. Submit project-specific submittals for review in compliance with Division 1.
- B. All shop Drawings shall be submitted in groupings of similar and/or related items (lighting fixtures, switchgear, etc.). Incomplete submittal groupings will be returned unchecked.
- C. Provide detailed layout shop Drawings (on transparent media) of all lighting and power distribution systems, routing of conduits, combining of circuits, circuiting, details and related information necessary of installation and maintenance. After review by the Architect/Engineer, a copy of Drawings will be stamped and returned to the Contractor.
- D. If deviations (not substitutions) from Contract Documents are deemed necessary by the Contractor, details of such deviations, including changes in related portions of the project and the reasons therefore, shall be submitted with the submittal for approval.
- E. Submit for approval shop drawings for all electrical systems or equipment but not limited to the items listed below. Where items are referred to by symbolic designation on the Drawings and Specifications, all submittals shall bear the same designation (light fixtures). Refer to other sections of the electrical Specifications for additional requirements.
1. Disconnect Switches
 2. Contactors
 3. Time Controllers
 4. Wiring Devices
 5. Lighting Fixtures
 6. Occupancy Sensors (material and lay-out drawings)

7. Fire Alarm Systems

1.11 COORDINATION DRAWINGS

- A. Submit project specified coordination drawings for review in compliance with Division 1 Specification Sections.

1.12 OPERATION AND MAINTENANCE INSTRUCTIONAL MANUALS

- A. Submit project specific Operation and Maintenance Instructional Manuals for review in compliance with Division 1 Specification Sections.
- B. Provide complete operation and maintenance instructional manuals covering all electrical equipment herein specified, together with parts lists. Maintenance and operating instructional manuals shall be job specific to this project. Generic manuals are not acceptable. Four (4) copies of all literature shall be furnished for Owner and shall be bound in ring binder form. Maintenance and operating instructional manuals shall be provided when construction is approximately 75% complete.
- C. The operating and maintenance instructions shall include a brief, general description for all mechanical systems including, but not limited to:
1. Routine maintenance procedures.
 2. Lubrication chart listing all types of lubricants to be used for each piece of equipment and the recommended frequency of lubrication.
 3. Trouble-shooting procedures.
 4. Contractor's telephone numbers for warranty repair service.
 5. Submittals.
 6. Recommended spare parts lists.
 7. Names and telephone numbers of major material suppliers and subcontractors.
 8. System schematic drawings on 8-1/2" x 11" sheets.

1.13 RECORD DRAWINGS

- A. Submit record drawings in compliance with Division 1.
- B. Contractor shall submit to the Architect/Engineer, record drawings on electronic media or mylar which have been neatly marked to represent as-built conditions for all new electrical work.
- C. The Contractor shall keep accurate note of all deviations from the construction documents and discrepancies in the underground concealed conditions and other items of construction on field drawings as they occur. The marked up field documents shall be available for review by the Architect, Engineer and Owner at their request.

1.14 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of electrical equipment and systems at agreed upon times. A minimum of 8 hours of

formal instruction to Owner's personnel shall be provided for each building. Additional hours are specified in individual specification sections.

- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. In addition to individual equipment training provide overview of each electrical system. Utilize the as-built documents for this overview.
- D. Prepare and insert additional data in operation and maintenance manual when need for such data becomes apparent during instruction, or as requested by Owner.

1.15 WARRANTY

- A. Warranty: Comply with the requirements in Division 1 Specification Sections. Contractor shall warranty that the electrical installation is free from defects and agrees to replace or repair, to the Owner's satisfaction, any part of this electrical installation which becomes defective within a period of one year (unless specified otherwise in other Division 26 sections) from the date of substantial completion following final acceptance, provided that such failure is due to defects in the equipment, material, workmanship or failure to follow the contract documents.
- B. File with the Owner any and all warranties from the equipment manufacturers including the operating conditions and performance capacities they are based on.

1.16 USE OF EQUIPMENT

- A. The use of any equipment, or any part thereof for purposes other than testing even with the Owner's consent, shall not be construed to be an acceptance of the work on the part of the Owner, nor be construed to obligate the Owner in any way to accept improper work or defective materials.
- B. Do not use Owner's lamps for temporary lighting except as allowed and directed by the Owner. Equip lighting fixtures with new lamps when the project is turned over to the Owner.

PART 2 - PRODUCTS

Not applicable.

PART 3 - EXECUTION

3.1 INSTALLATION OF EQUIPMENT

- A. Install all equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions are in conflict with the Drawings and Specifications, report such conflicts to the Architect/Engineer for resolution.
- B. Device Location:
 - 1. Allow for relocation prior to installation of wiring devices and other control devices, for example, receptacles, switches, fire alarm devices, and access control devices, within a 10-foot radius of indicated location without additional cost.

3.2 DEMOLITION WORK

- A. All demolition of existing electrical equipment and materials will be done by this Contractor unless otherwise indicated. Include all items such as, but not limited to, electrical equipment, devices,

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lighting fixtures, conduit, and wiring called out on the Drawings and as necessary whether such items are actually indicated on the Drawings or not in order to accomplish the installation of the specified new work.

- B. In general, demolition work is indicated on the Drawings. However, the Contractor shall visit the job site to determine the full extent and character of this work.
- C. Unless specifically noted to the contrary, removed materials shall not be reused in the work. Salvaged materials that are to be reused shall be stored safe against damage and turned over to the appropriate trade for reuse. Salvaged materials of value that are not to be reused shall remain the property of the Owner unless such ownership is waived. Items on which the Owner waives ownership shall become the property of the Contractor, who shall remove and legally dispose of same, away from the premises.
- D. Where equipment or fixtures are removed, outlets shall be properly blanked off, and conduits capped. After alterations are done, the entire installation shall present a "finished" look, as approved by the Architect/Engineer. The original function of the present electrical work to be modified shall not be changed unless required by the specific revisions to the system as specified or as indicated.
- E. Reroute signal wires, lighting and power wiring as required to maintain service. Where walls and ceilings are to be removed as shown on the Drawings, the conduit is to be cut off by the Electrical Trades so that the abandoned conduit in these walls and ceilings may be removed with the walls and ceilings by the Architectural Trades. All dead-end conduit runs shall be plugged at the remaining line outlet boxes or at the panels.
- F. Where new walls and/or floors are installed which interfere with existing outlets, devices, etc., the Electrical Trades shall adjust, extend and reconnect such items as required to maintain continuity of same.
- G. All electrical work in altered and unaltered areas shall be run concealed wherever possible. Use of surface raceway or exposed conduits will be permitted only where approved by the Architect/Engineer.
- H. Existing lighting shall be reused where indicated on plans. Reused fixtures shall be detergent cleaned, relamped and reconditioned suitable for satisfactory operation and appearance.

3.3 TEMPORARY SERVICES

- A. Provide and remove upon completion of the project, in accordance with the general conditions and as described in Division 1, a complete temporary electrical and telephone service during construction.

3.4 CHASES AND RECESSES

- A. Provided by the architectural trades, but the Contractor shall be responsible for their accurate location and size.

3.5 CUTTING, PATCHING AND DAMAGE TO OTHER WORK

- A. Refer to General Conditions for requirements.
- B. All cutting, patching and repair work shall be performed by the Contractor through approved, qualified subcontractors. Contractor shall include full cost of same in bid.

3.6 EXCAVATION AND BACKFILLING

- A. Provide all excavation, trenching, tunneling, dewatering and backfilling required for the electrical work. Coordinate the work with other excavating and backfilling in the same area.
- B. Where conduit is installed less than 2'6" below the surface of pavement, provide concrete encasement, 4" minimum coverage, all around or as shown on the electrical Drawings.
- C. Backfill all excavations with well-tamped granular material. Backfill all excavations under wall footings with lean mix concrete up to underside of footings and extend concrete within excavation a minimum of four (4) feet each side of footing. Granular backfill shall be placed in layers not more than 8 inches in thickness, 95 percent compaction throughout with approved compaction equipment. Tamp, roll as required. Excavated material shall not be used.
- D. Backfill outside building with granular material to a height 12 inches over top of pipe compacted to 95 percent compaction as specified above. Backfill remainder of excavation with unfrozen, excavated material in such a way to prevent settling.

3.7 EQUIPMENT CONNECTIONS

- A. Make connections to equipment, motors, lighting fixtures, and other items included in the work in accordance with the approved shop Drawings and rough-in measurements furnished by the manufacturers of the particular equipment furnished. All additional connections not shown on the Drawings, but called out by the equipment manufacturer's shop Drawings shall be provided.

3.8 CLEANING

- A. All debris shall be removed daily as required to maintain the work area in a neat, orderly condition.
- B. Final cleanup shall include, but not be limited to, washing of fixture lenses or louvers, switchboards, substations, motor control centers, panels, etc. Fixture reflectors and lenses or louvers shall be left with no water marks or cleaning streaks.

3.9 PROTECTION AND HANDLING OF EQUIPMENT AND MATERIALS

- A. Equipment and materials shall be protected from theft, injury or damage.
- B. Protect conduit openings with temporary plugs or caps.
- C. Provide adequate storage for all equipment and materials delivered to the job site. Location of the space will be designated by the Owner's representative or Architect/Engineer. Equipment set in place in unprotected areas must be provided with temporary protection.

3.10 EXTRA WORK

- A. For any extra electrical work which may be proposed, this Contractor shall furnish to the General Contractor, an itemized breakdown of the estimated cost of the materials and labor required to complete this work. The Contractor shall proceed only after receiving a written order from the General Contractor establishing the agreed price and describing the work to be done.

Prior to any extra work which may be proposed, the Electrical Contractor shall submit unit prices (same prices for increase/decrease of work) for the following items: 1/2", 3/4", 1", 1-1/2" conduit; #12, #10, #8, #6, #2 wire; receptacle, I.G. receptacle, data box, fire alarm horn/strobe, fire alarm strobe, P.A. speaker, clock, or other devices which may be required for any proposed extra work.

3.11 DRAWINGS AND MEASUREMENTS

- A. These Specifications and accompanying Drawings are intended to describe and provide for finished work. They are intended to be cooperative, and what is called for by either shall be as binding as if call for by both. The Contractor understands that the work herein described shall be complete in every detail.
- B. The Drawings are not intended to be scaled for rough-in measurements nor to serve as Shop Drawings. Field measurements necessary for ordering materials and fitting the installation to the building construction and arrangement are the Contractor's responsibility. The Contractor shall check latest Architectural Drawings and locate light switches from same where door swings are different from Electrical Drawings.

****END OF SECTION****

BASIC ELECTRICAL MATERIALS AND METHODS

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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. Electrical equipment coordination and installation.
 - 2. Sleeves for raceways and cables.
 - 3. Sleeve seals.
 - 4. Common electrical and communications installation requirements.
 - 5. Grout.

1.3 DEFINITIONS

- A. ATS: Acceptance Testing Specifications.
- B. EPDM: Ethylene-propylene-diene terpolymer rubber.
- C. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.

1.5 QUALITY ASSURANCE

- A. Test Equipment Suitability and Calibration: Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration."

1.6 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 and provide access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in Division 8 Section "Access Doors and Frames."
- D. Coordinate electrical testing of electrical, mechanical, and architectural items, so equipment and systems that are functionally interdependent are tested to demonstrate successful interoperability.

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. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 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 with minimum 0.052- or 0.138-inch (1.3- or 3.5-mm) thickness as indicated and of length to suit application.
- D. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 7 Section "Through-Penetration Firestop Systems."

2.3 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Manufacturers:
 - 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: Stainless steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Stainless steel of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.4 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 AND COMMUNICATIONS 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 raceways and piping systems installed at a required slope.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL AND COMMUNICATIONS 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. Coordinate sleeve selection and application with selection and application of firestopping specified in Division 7 Section "Through-Penetration Firestop Systems."
- C. 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.
- 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.

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- G. Size pipe sleeves to provide 1/4-inch (6.4-mm) annular clear space between sleeve and raceway or cable unless sleeve seal is to be installed or unless seismic criteria require a different clearance.
 - H. Seal space outside of sleeves with grout for penetrations of concrete and masonry and with approved joint compound for gypsum board assemblies.
 - 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. Refer to Division 7 Section "Joint Sealants" for materials and installation.
 - 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 Division 7 Section "Through-Penetration Firestop Systems."
 - 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 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 "wall pipes" for 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 underground, 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.
- 3.4 FIRESTOPPING
- A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly. Firestopping materials and installation requirements are specified in Division 7 Section "Through-Penetration Firestop Systems."
- 3.5 FIELD QUALITY CONTROL
- A. Inspect installed sleeve and sleeve-seal installations and associated firestopping for damage and faulty work.

****END OF SECTION****

CONDUCTORS AND CABLES

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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 building wires and cables and associated connectors, splices, and terminations for wiring systems rated 600 V and less.
- B. Related Sections include the following:
 - 1. Division 26 Section "Control/Signal Transmission Media" for transmission media used for control and signal circuits.
 - 2. Division 26 Section "Electrical Identification" for conductor and cable color-coding.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: For testing agency.
- C. Field Quality-Control Test Reports: From a qualified testing and inspecting agency engaged by Contractor.

1.4 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Testing agency as defined by OSHA in 29 CFR 1910.7 or a member company of the InterNational Electrical Testing Association and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association or the National Institute for Certification in Engineering Technologies to supervise on-site testing specified in Part 3.

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.

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. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 CONDUCTORS AND CABLES

- A. Manufacturers, Copper:
 - 1. Triangle.
 - 2. Royal.
 - 3. Rome.
 - 4. General Cable Corporation.
 - 5. Southwire Company.
 - 6. Draka USA.
- B. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.
- C. Conductor Material: Copper.
- D. Refer to Part 3 "Conductor and Insulation Applications" Article for insulation type, cable construction, and ratings.
- E. Conductor Insulation Types: Type THHN-THWN and XHHW complying with NEMA WC 70.
- F. Multiconductor Cable: Metal-clad cable, Type MC with ground wire.
- G. Power Cable for Variable Frequency Controlled Motors: 600V and 2000V, three conductor, XLPE cable with three symmetrical positioned ground conductors and a continuous impervious corrugated aluminum armor and overall PVC jacket. Cable shield transfer impedance shall be less than 10 ohms per meter up to 30 MHz when tested in accordance with NEMA WC 61.
 - 1. Approved manufacturers for VFC power cables:
 - a. Southwire Armor-x
 - b. Draka USA

2.3 CONNECTORS AND SPLICES

- A. Manufacturers:
1. AFC Cable Systems, Inc.
 2. AMP Incorporated/Tyco International.
 3. Hubbell/Anderson.
 4. O-Z/Gedney; EGS Electrical Group LLC.
 5. 3M Company; Electrical Products Division.
 6. T & B.
 7. Burndy.
 8. ILSCO.
- B. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

PART 3 - EXECUTION

3.1 CONDUCTOR AND INSULATION APPLICATIONS

- A. Service Entrance: Type XHHW, single conductors in raceway.
- B. Exposed Feeders: Type THHN-THWN, single conductors in raceway.
- C. Exposed Feeders #4/0 and larger: Type XHHW, single conductor in raceway.
- D. Feeders Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway.
- E. Feeders Concealed in Concrete, below Slabs-on-Grade, and in Crawlspace: Type THHN-THWN, single conductors in raceway.
- F. Exposed Branch Circuits, including in Crawlspace: Type THHN-THWN, single conductors in raceway.
- G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-THWN, single conductors in raceway and metal-clad cable, Type MC, for branch circuit drops to devices and within partition walls. MC cable shall not be run in ceiling space in lengths greater than 6'-0".
- H. Branch Circuits Concealed in Concrete and below Slabs-on-Grade: Type THHN-THWN, single conductors in raceway.
- I. Underground Feeders and Branch Circuits: XHHW single conductors in conduit.
- J. Cord Drops and Portable Appliance Connections: Type SO, hard service cord.
- K. Fire Alarm Circuits: Type THHN-THWN, in raceway or Power-limited, fire-protective, signaling circuit cable.
- L. Class 1 Control Circuits: Type THHN-THWN, in raceway.

- M. Class 2 Control Circuits: Type THHN-THWN, in raceway.
- N. Critical Fire Control Circuits: Type RHH, single conductor in raceway. UL classified with two hour fire rating when installed in EMT conduit per the NEC and UL electrical circuit protective system (FHIT) #25 of the UL fire resistance directory. Support every 5' on center.
- O. Variable Speed Drives to Motors: Use VFD power cable manufactured by Southwire or Draka. Support every 5' on center.

3.2 INSTALLATION

- A. Conceal cables in finished walls, ceilings, and floors, unless otherwise indicated.
- B. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- C. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- D. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- E. Support cables according to Division 26 Section "Basic Electrical Materials and Methods."
- F. Seal around cables penetrating fire-rated elements according to Division 7 Section "Through-Penetration Firestop Systems."
- G. Each feeder shall be of the same conductor and insulation material (phase, neutral, and parallel).
- H. Identify and color-code conductors and cables according to Division 26 Section "Electrical Identification."
- I. All wiring shall be installed in conduit or approved raceway. All raceways shall be provided with a ground conductor unless noted otherwise on the Contract Documents.
- J. Use conductor not smaller than 12 AWG for power and lighting circuits. Unless indicated otherwise, all circuits shall be 2#12, 1#12G, ¾"C. Do not share neutrals.
- K. Use conductor not smaller than 14 AWG for control circuits, provided by Electrical Contractor.
- L. Support communication cables above accessible ceiling, using spring metal clips or plastic cable ties to support cables from structure. Do not rest cable on ceiling panels.
- M. Use suitable cable fittings and connectors.
- N. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- O. Clean conductor surfaces before installing lugs and connectors.
- P. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- Q. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and larger.
- R. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

- S. Branch circuits may be combined up to 6 circuits in a homerun conduit. Electrical Contractor shall be responsible for derating of conductors as required by N.E.C. Do not share neutrals.
- T. Use piercing connector with insulating covers for conductor splices and taps, 8 AWG and larger.
- U. Where the armor of type AC cable terminates, a fitting shall be provided to protect the wiring from abrasion. An approved bushing shall be provided between the conductors and the armor.
- V. Type MC cable shall be supported and secured at intervals not exceeding 4'-0".
- W. Fittings used for MC cable shall be identified for such use.
- X. AC/MC cable shall not be used for home runs to receptacle or distribution panels.
- Y. Between support, hangers and termination no more than 3" deflection from the bottom of the cable to a horizontal line between the support/hanger or termination.

3.3 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
- B. Make splices and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches (150 mm) of slack.

3.4 FIELD QUALITY CONTROL

- A. Testing: Perform the following field quality control tests in accordance with Division 26 section "Electrical Testing"
 - 1. Description: Test all feeders rated 100 A and above.
 - 2. Visual and Mechanical Inspection
 - a. Inspect cables for physical damage and proper connection in accordance with the one line diagram.
 - b. Test cable mechanical connections with an infrared survey.
 - c. Check cable color-coding against project Specifications and N.E.C. requirements.
 - 3. Electrical Tests
 - a. Perform insulation resistance test on each conductor with respect to ground and adjacent conductors. Applied potential to be 1000 volts dc for 1 minute.
 - b. Perform continuity test to insure proper cable connection.
 - 4. Test Values
 - a. Minimum insulation resistance values shall be not less than fifty mega-ohms.
- B. Test Reports: Prepare a written report to record the following:
 - 1. Test procedures used.

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2. Test results that comply with requirements.
3. Test results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

****END OF SECTION****

GROUNDING AND BONDING

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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 grounding of electrical systems and equipment. Grounding requirements specified in this Section may be supplemented by special requirements of systems described in other Sections.
- B. Related Sections include the following:
 - 1. Division 26 Section "Electrical General Requirements".
 - 2. Division 26 Section "Conductors and Cables".

1.3 REFERENCES

- A. ASTM B 3: Specification for Soft or Annealed Copper Wire.
- B. ASTM B 8: Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard or Soft.
- C. ASTM B 33: Specification for Tinned Soft or Annealed Copper Wire for Electrical Purposes.
- D. ASTM B 187: Specification for Copper, Bus Bar, Rod, and Shapes and General Purpose Rod, Bar, and Shapes.
- E. IEEE 81: Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System.

- F. IEEE 142: Grounding of Industrial and Commercial Power Systems.
 - G. IEEE 1100 – 1992: Recommended Practice for Powering and Grounding Sensitive Electronic Equipment.
 - H. IEEE C2: National Electrical Safety Code.
 - I. NETA MTS – 2001: Maintenance Testing Specifications.
 - J. NFPA 70: National Electrical Code.
 - K. NFPA 70B: Recommended Practice for Electrical Equipment Maintenance.
 - L. NFPA 780: Lightning Protection Code.
 - M. TIA/EIA 607: Commercial Building Grounding and Bonding Requirements Standard.
 - N. UL 96: Lightning Protection Components.
 - O. UL 467: Grounding and Bonding Equipment.
 - P. UL 486 A: Wire Connectors and Soldering Lugs for Use with Copper Conductors.
 - Q. UL 486B: Wire Connectors for Use with Aluminum Conductors.
- 1.4 SUBMITTALS
- A. Product Data: For each type of product indicated.
 - B. Product Data: For the following:
 - 1. Ground rods.
 - C. Qualification Data: For firms and persons specified in "Quality Assurance" Article.
 - D. Field Test Reports: Submit written test reports to include the following:
 - 1. Test procedures used.
 - 2. Test results that comply with requirements.
 - 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
 - 4. Indicate overall system resistance to ground.
 - 5. Indicate overall Telecommunications system resistance to ground.
- 1.5 PROJECT RECORD DOCUMENTS
- A. Submit under provisions of Division 26 "Electrical General Requirements".
 - B. Accurately record actual locations of grounding electrodes and connections to building steel.
- 1.6 QUALITY ASSURANCE
- A. Testing Agency Qualifications: Refer to specification section "Electrical Testing."

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 - 1. Comply with UL 467.
- C. Comply with NFPA 70; for overhead-line construction and medium-voltage underground construction, comply with IEEE C2.
- D. Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system.
- E. Comply with ANSI/TIA/EIA-607 "Standard for Commercial Building Grounding and Bonding Requirements for Telecommunications".
- F. Comply with ANSI/IEEE 1100 -1992 "Powering and Grounding Sensitive Electronic Equipment".

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Grounding Conductors and Cables:
 - a. Refer to Division 26 Section "Conductors and Cables".
 - 2. Grounding Rods:
 - a. American Electric-Blackburn.
 - b. Apache Grounding/Erico Inc.
 - c. Chance/Hubbell.
 - 3. Mechanical Connectors:
 - a. American Electric-Blackburn.
 - b. Burndy.
 - c. Chance/Hubbell.
 - 4. Exothermic Connections:
 - a. Cadweld.

2.2 GROUNDING CONDUCTORS

- A. For insulated conductors, comply with Division 26 Section "Conductors and Cables."
- B. Material: Aluminum, copper-clad aluminum, and copper.
- C. Equipment Grounding Conductors: Insulated with green-colored insulation.
- D. Isolated Ground Conductors: Insulated with green-colored insulation with yellow stripe. On feeders with isolated ground, use colored tape, alternating bands of green and yellow tape to provide a minimum of three bands of green and two bands of yellow.
- E. Grounding Electrode Conductors: Stranded cable.

- F. Underground Conductors: Bare, tinned, stranded, copper unless otherwise indicated.
- G. Bare Copper Conductors: Comply with the following:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Assembly of Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
- H. Copper Bonding Conductors: As follows:
 - 1. Bonding Conductor: Stranded copper conductor; size per the NEC.
 - 2. Bonding Jumper: Bare copper tape, braided bare copper conductors, terminated with copper ferrules; size per the NEC.
 - 3. Tinned Bonding Jumper: Tinned-copper tape, braided copper conductors, terminated with copper ferrules; size per the NEC.
- I. Aluminum Bonding Conductors: As follows:
 - 1. Bonding Conductor: Stranded aluminum conductor; size per the NEC.
 - 2. Bonding Jumper: Aluminum tape, braided bare aluminum conductors, terminated with aluminum ferrules; size per the NEC.
- J. Ground Conductor and Conductor Protector for Wood Poles: As follows:
 - 1. No. 4 AWG minimum, soft-drawn copper conductor.
 - 2. Conductor Protector: Half-round PVC or wood molding. If wood, use pressure-treated fir, or cypress or cedar.
- K. Grounding Bus: Bare, annealed copper bars of rectangular cross section, with insulators.
- L. Telecommunications Main Grounding Busbar (TMGB)
 - 1. 48" (min) x 4" x 1/4" tin plated, copper busbar with three rows of 1/4 x 20 tapped holes 3" on center.
- M. Telecommunications Grounding Busbar (TGB)
 - 1. 12" (min) x 2" x 1/4" tin plated, copper busbar with two rows of 1/4 x 20 tapped holes 3" on center.
- N. Telecommunications Bonding Backbone (TBB)
 - 1. Minimum No. 2 AWG insulated stranded copper.
- O. Telecommunications Bonding Conductors
 - 1. Minimum No. 6 AWG insulated stranded copper.

2.3 CONNECTOR PRODUCTS

- A. Comply with IEEE 837 and UL 467; listed for use for specific types, sizes, and combinations of conductors and connected items.
- B. Bolted Connectors: Bolted-pressure-type connectors, or compression type.
- C. Welded Connectors: Exothermic-welded type, in kit form, and selected for the specific application per manufacturer's written instructions.
- D. Compression-Type Connectors: Pure, wrought copper, per ASTM B187.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel.
 - 1. Size: 5/8 (16 mm) in diameter.
 - 2. Length: 120 inches (3000 mm).
- B. Test Wells: Ground rod driven through drilled hole in bottom of handhole. Provide handholes as specified in Division 2 Section "Underground Ducts and Utility Structures."

PART 3 - EXECUTION

3.1 EQUIPMENT GROUNDING

- A. Comply with NFPA 70, Article 250, for types, sizes, and quantities of equipment grounding conductors, unless specific types, larger sizes, or more conductors than required by NFPA 70 are indicated.
- B. Use only copper conductors for both insulated and bare grounding conductors in direct contact with earth, concrete, masonry, crushed stone, and similar materials.
- C. Underground Grounding Conductors: No. 2/0 AWG minimum. Bury at least 24 inches (600 mm) below grade or bury 12 inches (300 mm) above duct bank when installed as part of the duct bank.
- D. In raceways, use insulated equipment grounding conductors.
- E. Install equipment grounding conductors in all feeders and circuits. Terminate each end on suitable lugs, bus or bushing.
- F. Busway Supply Circuits: Install insulated equipment grounding conductor from the grounding bus in the switchgear, switchboard, or distribution panel to equipment grounding bar terminal on busway.
- G. Computer Outlet Circuits: Install insulated equipment grounding conductor in branch-circuit runs from computer-area power panels or power-distribution units.
- H. Isolated Grounding Receptacle Circuits: Install an insulated equipment grounding conductor connected to the receptacle grounding terminal. Isolate grounding conductor from raceway and from panelboard grounding terminals. Terminate at the isolated equipment ground bus of the source panelboard unless otherwise indicated.
- I. Isolated Equipment Enclosure Circuits: For designated equipment supplied by a branch circuit or feeder, isolate equipment enclosure from supply raceway with a nonmetallic raceway fitting listed for the purpose. Install fitting where raceway enters enclosure, and install a separate equipment grounding conductor. Isolate equipment grounding conductor from raceway and from panelboard

grounding terminals. Terminate at the isolated ground bus in the circuit's overcurrent device enclosure unless otherwise indicated.

- J. Nonmetallic Raceways: Install an equipment grounding conductor in nonmetallic raceways unless they are designated for telephone or data cables.
- K. Air-Duct Equipment Circuits: Install an equipment grounding conductor to duct-mounted electrical devices operating at 120 V and more, including air cleaners and heaters. Bond conductor to each unit and to air duct.
- L. Water Heater, Heat-Tracing, and Antifrost Heating Cables: Install a separate equipment grounding conductor to each electric water heater, heat-tracing, and antifrost heating cable. Bond conductor to heater units, piping, connected equipment, and components.
- M. Metal Poles Supporting Outdoor Lighting Fixtures: Provide a grounding electrode in addition to installing a separate equipment grounding conductor with supply branch-circuit conductors.
- N. Verify specific equipment grounding requirements with the manufacturer's recommendations.

3.2 CONNECTIONS

- A. General: Make connections so galvanic action or electrolysis possibility is minimized. Select connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
 - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer to order of galvanic series.
 - 2. Make connections with clean, bare metal at points of contact.
 - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
 - 4. Make aluminum-to-galvanized steel connections with tin-plated copper jumpers and mechanical clamps.
 - 5. Coat and seal connections having dissimilar metals with inert material to prevent future penetration of moisture to contact surfaces.
- B. Exothermic-Welded Connections: Use for connections to structural steel and for underground connections, except those at test wells. Comply with manufacturer's written instructions. Welds that are puffed up or that show convex surfaces indicating improper cleaning are not acceptable.
- C. Equipment Grounding Conductor Terminations.
- D. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and larger.
- E. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- F. Noncontact Metal Raceway Terminations: If metallic raceways terminate at metal housings without mechanical and electrical connection to housing, terminate each conduit with a grounding bushing. Connect grounding bushings with a bare grounding conductor to grounding bus or terminal in housing. Bond electrically noncontinuous conduits at entrances and exits with grounding bushings and bare grounding conductors, unless otherwise indicated.

- G. Connections at Test Wells: Use compression-type connectors on conductors and make bolted- and clamped-type connections between conductors and ground rods.
- H. Tighten screws and bolts for grounding and bonding 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.
- I. Compression-Type Connections: Use hydraulic compression tools to provide correct circumferential pressure for compression connectors. Use tools and dies recommended by connector manufacturer. Provide embossing die code or other standard method to make a visible indication that a connector has been adequately compressed on grounding conductor.
- J. Moisture Protection: If insulated grounding conductors are connected to ground rods or grounding buses, insulate entire area of connection and seal against moisture penetration of insulation and cable.

3.3 INSTALLATION

- A. Equipotential Ground: Interconnect grounding electrodes to form one, electrically continuous, equipotential grounding electrode system. Grounding electrodes to be interconnected include:
 - 1. Ground rods.
 - 2. Counterpoise ground.
 - 3. Ufer ground.
 - 4. Lightning protection system.
 - 5. Metal water service pipe.
 - 6. Plate electrode.
- B. Ground Rods: Install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes.
 - 1. Verify that final backfill and compaction has been complete before driving ground rods.
 - 2. Drive ground rods until tops are 2 inches (50 mm) below finished floor or final grade, unless otherwise indicated.
 - 3. Interconnect ground rods with grounding electrode conductors. Use exothermic welds, except at test wells and as otherwise indicated. Make connections without exposing steel or damaging copper coating.
- C. Counterpoise Ground:
 - 1. Ground the steel framework of the building with a driven ground rod at the base of every corner column and at intermediate exterior columns at distances not more than 60 feet (18 m) apart.
 - 2. Provide a grounding conductor (counterpoise), electrically connected to each ground rod and to each steel column, extending around the perimeter of the building. Use conductors not less than No. 2/0 AWG for counterpoise and for tap to building steel. Bury counterpoise not less than 18 inches (450 mm) below grade and 24 inches (600 mm) from building foundation.

- D. Ufer Ground (Concrete-Encased Grounding Electrode): Fabricate according to NFPA 70, Paragraph 250-81(c):
1. Provide a minimum of 20 feet (6 m) of bare copper conductor not smaller than No. 4 AWG. If concrete foundation is less than 20 feet (6 m) long, coil excess conductor within the base of the foundation.
 2. Bond grounding conductor to reinforcing steel in at least four locations and to anchor bolts.
 3. Extend grounding conductor below grade and connect to building grounding grid or to a grounding electrode external to concrete.
- E. Common Ground Bonding with Lightning Protection System: Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor. Install in conduit where routed above grade.
- F. Grounding Conductors: Route along shortest and straightest paths possible, unless otherwise indicated. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage. Install in conduit where routed above grade.
- G. Bonding Straps and Jumpers: Install so vibration by equipment mounted on vibration isolation hangers and supports is not transmitted to rigidly mounted equipment. Use exothermic-welded connectors for outdoor locations, unless a disconnect-type connection is required; then, use a bolted clamp. Bond straps directly to the basic structure taking care not to penetrate any adjacent parts. Install straps only in locations accessible for maintenance.
- H. Metal Water Service Pipe: Provide 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 by grounding clamp connectors. Where a dielectric main water fitting is installed, connect grounding conductor to street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
- I. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with grounding clamp connectors.
- J. Bond each aboveground portion of gas piping system upstream from equipment shutoff valve.
- K. Bond interior metal piping systems and metal air ducts to equipment grounding conductors of associated pumps, fans, blowers, electric heaters, and air cleaners. Use braided-type bonding straps.
- L. Separately Derived AC Power Systems: Ground separately-derived ac power system neutrals including distribution transformers to grounding electrodes per NFPA 70.
- M. Packaged Engine Generator: Solidly ground the packaged engine generator neutral to the normal power source neutral. Do not ground the generator neutral to a separate grounding electrode.
- N. Install one test well for each service at the ground rod electrically closest to the service entrance. Set top of well flush with finished grade or floor.
- O. Grounding Bus:
1. Install grounding bus in the locations listed below and elsewhere as indicated:
 - a. Electrical equipment rooms.

- b. Telephone equipment rooms.
 - c. Rooms housing service equipment.
2. Use insulated spacer; space 1 inch (25.4 mm) from wall and support from wall 6 inches (150 mm) above finished floor, unless otherwise indicated.
- P. Equipment Grounding: Provide a permanent and continuous bonding of conductor enclosures, equipment frames, power distribution equipment ground busses, cable trays, metallic raceways, and other non-current carrying metallic parts of the electrical system.
- Q. Access Floor Pedestal Ground: Ground access floor pedestals where indicated.
- 1. Provide access floor pedestal ground plate where indicated.
 - a. Provide ½ inch (12 mm) thick x 4 inches (102 mm) wide x 12 inches (305 mm) long, soft copper bar, bolted construction with minimum six 3/8 inch (10 mm) diameter drilled holes 1 ½ inches (38 mm) on center.
 - b. Provide cadmium plated bolts, nuts and screws.
 - c. Mount plate on ¾ inch (19 mm) plywood with 2 inch (50 mm) wood spacers.
 - 2. Provide No. 2 AWG insulated ground conductor from pedestal to pedestal ground plate or building steel.
 - 3. Provide No. 2 AWG insulated ground conductor from pedestal ground plate to building steel.
 - 4. Tie wrap ground conductor as close to concrete floor as possible at every other pedestal.
 - 5. Clean all pedestals prior to welding.
- R. Access Floor Ground Grid: Install ground grid under access floors where indicated.
- 1. Construct grid of No. 2 AWG bare copper wire installed on 24 inch centers both ways.
 - 2. Bond each access floor pedestal to grid.
- S. Bond together each metallic raceway, pipe, duct and other metal object entering space under access floors. Bond to underfloor ground grid. Bond to pedestal ground plate or Bond to building steel. Use No. 2 AWG bare copper conductor.
- T. Provide grounding and bonding in patient care areas to meet requirements of NFPA 99 and ANSI/NFPA 70.
- U. Bond together metal siding not attached to grounded structure; bond to ground.
- V. Pool Structures: Provide a common bonding grid with a solid copper conductor not smaller than No. 8 AWG. Bond together the following:
- 1. All metallic parts of the pool or fountain structure, including reinforcing steel of the pool or fountain shell, coping stones, and deck.
 - 2. All forming shells and mounting brackets of no-niche luminaries.
 - 3. All metal fittings within or attached to the pool or fountain structure that are greater than 4 inches (100 mm) in any dimension and penetrate the pool or fountain structure more than one inch (25 mm).

4. Metal parts of electrical equipment associated with the pool or fountain water circulating system, including pump motors and metal parts of equipment associated with pool covers, including electric motors.
5. Metal sheathed cables and raceways, metal piping, and all fixed metal parts including fences, awnings, door and window frames, except those separated from the pool or fountain by a permanent barrier shall be bonded that are within the following distances of the pool:
 - a. Within 5 feet (1.5 m) horizontally of the inside walls of the pool.
 - b. Within 12 feet (3.7 m) measured vertically above the maximum water level of the pool, or any observation stands, towers, or platforms, or any diving structure.

W. Provide a flexible braid bonding jumper at each set of columns at expansion joints.

3.4 UNDERGROUND DISTRIBUTION SYSTEM GROUNDING

- A. Manholes and Handholes: Install a driven ground rod close to wall, inside manhole, and set rod depth so 4 inches (100 mm) will extend above finished floor. If necessary, install ground rod before manhole is placed and provide a No. 1/0 AWG conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive tape or heat-shrunk insulating sleeve from 2 inches (50 mm) above to 6 inches (150 mm) below concrete. Seal floor opening with waterproof, nonshrink grout.
- B. Connections to Manhole Components: Connect all exposed-metal parts, such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum conductor. Train conductors level or plumb around corners and fasten to manhole walls. Connect to cable armor and cable shields as recommended by manufacturer of splicing and termination kits.
- C. Pad-Mounted Transformers and Switches: Install two ground rods and counterpoise circling pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with transformers/substations by connecting them to underground cable and grounding electrodes. Use not less than a No. 2 AWG conductor for counterpoise and for taps to equipment ground pad. Bury counterpoise not less than 18 inches (450 mm) below grade and 6 inches (150 mm) from the foundation.

3.5 TELECOMMUNICATIONS GROUNDING

- A. Telecommunications Grounding System: The telecommunications grounding system shall consist of:
 1. Telecommunications Main Grounding Busbar (TMGB) located in the main telecommunications room near the telecommunications service entrance. Bond to the main building electrical grounding electrode system via a No. 3/0 AWG copper ground conductor.
 2. A Telecommunications Grounding Busbar (TGB) in each telecommunications room, cabinets, etc.
 3. A Telecommunications Bonding Backbone (TBB) tying together the TMGB and each TGB.
 4. Bonding of all equipment racks, raceways, non-current carrying metallic equipment and surge protection devices within the telecommunications room to the TGB's or TMGB using approved bonding conductors. Each piece of equipment shall be bonded individually directly to the ground bus.
- B. All bonding connections shall be installed at an accessible location for inspection and maintenance.

- C. All telecommunications bonding connections shall be of an approved mechanical type connection. Do not use exothermic welds unless specifically indicated on the Drawings.
- D. The physical routing shall, in general, follow the same path as the backbone cable system.
- E. Bond each TGB directly to the building steel with a No. 6 AWG conductor.
- F. Do not use TGB's as a power system ground connection unless specifically noted on the Drawings.
- G. All bonding connectors and conductors shall be UL listed for the purpose intended.
- H. Mount TMGB and TGB bus to backboard or wall using 2" standoff insulators.
- I. Individually bond each piece of non-current carrying metallic equipment in the Telecommunications Room to the TGB.
- J. Install continuous cable from the TMGB to the furthest TGB. Bond all TGB's to TBB with bare No. 6 AWG copper ground conductor and T-tap grounding hardware.

3.6 FIELD QUALITY CONTROL

- A. Testing: Perform the following field quality control tests in accordance with Division 26 section "Electrical Testing"
 - 1. Inspect grounding and bonding system conductors and connections for tightness and proper installation and for compliance with the Drawings and Specifications.
 - 2. After installing grounding system but before permanent electrical circuitry has been energized, test for compliance with requirements.
 - a. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal.
 - b. Measure ground resistance not less than two full days after the last trace of precipitation, and without the soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - c. Perform tests, by the fall-of-potential method according to IEEE 81. Instrumentation utilized shall be as defined in Section 12 of IEEE 81 and shall be specifically designed for ground impedance testing. Provide sufficient spacing so that curves flatten in the 62% area of the distance between the item under test and the current electrode.
 - d. Perform ground-impedance measurements utilizing either the intersecting curves method or the slope method. (Ref. Nos. 40 and 41 in IEEE Std. 81).
 - e. Equipment Grounds: Utilize two-point method of IEEE 81. Measure between equipment ground being testing and known low-impedance grounding electrode or system.
 - 3. Provide drawings locating each ground rod and ground rod assembly and other grounding electrodes, identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
 - a. Equipment Rated 500 kVA and Less: 10 ohms.
 - b. Equipment Rated 500 to 1000 kVA: 5 ohms.
 - c. Equipment Rated More Than 1000 kVA: 3 ohms.
 - d. Substations and Pad-Mounted Switching Equipment: 5 ohms.

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- e. Manhole Grounds: 10 ohms.
 - f. The telecommunications grounding system shall have a maximum resistance of 1 ohm as measured from the TMGB ground to earth ground.
4. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

****END OF SECTION****

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

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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. Hangers and supports for electrical equipment and systems.
 - 2. Construction requirements for concrete bases.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Design supports for multiple raceways, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. Design supports for multiple raceways capable of supporting combined weight of supported systems and its contents.

- C. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.
- D. 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 SUBMITTALS

- A. Product Data: For the following:
 - 1. Steel slotted support systems.
 - 2. Nonmetallic slotted support systems.
- B. Shop Drawings: Show fabrication and installation details and include calculations for the following:
 - 1. Trapeze hangers. Include Product Data for components.
 - 2. Steel slotted channel systems. Include Product Data for components.
 - 3. Nonmetallic slotted channel systems. Include Product Data for components.
 - 4. Equipment supports.
- C. Welding certificates.

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 in Division 3.
- B. Coordinate installation of roof curbs, equipment supports, and roof penetrations. These items are specified in Division 7 Section "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:
 - 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

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- a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. ERICO International Corporation.
 - d. GS Metals Corp.
 - e. Thomas & Betts Corporation.
 - f. Unistrut; Tyco International, Ltd.
 - g. Wesanco, Inc.
3. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 4. Nonmetallic Coatings: Manufacturer's standard PVC, polyurethane, or polyester coating applied according to MFMA-4.
 5. Painted Coatings: Manufacturer's standard painted coating applied according to MFMA-4.
 6. Channel Dimensions: Selected for applicable load criteria.
- B. Nonmetallic Slotted Support Systems: Structural-grade, factory-formed, glass-fiber-resin channels and angles with 9/16-inch- (14-mm-) diameter holes at a maximum of 8 inches (200 mm) o.c., in at least 1 surface.
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:
 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Allied Tube & Conduit.
 - b. Cooper B-Line, Inc.; a division of Cooper Industries.
 - c. Fabco Plastics Wholesale Limited.
 - d. Seasafe, Inc.
 3. Fittings and Accessories: Products of channel and angle manufacturer and designed for use with those items.
 4. Fitting and Accessory Materials: Same as channels and angles.
 5. Rated Strength: Selected to suit applicable load criteria.
- C. Raceway and Cable Supports: As described in NECA 1 and NECA 101.
- D. Conduit and Cable Support Devices: Steel hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- E. 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.
- F. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

- G. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where 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:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Hilti Inc.
 - 2) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 3) MKT Fastening, LLC.
 - 4) Simpson Strong-Tie Co., Inc.; Masterset Fastening Systems Unit.
 2. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated steel or stainless 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:
 - b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Cooper B-Line, Inc.; a division of Cooper Industries.
 - 2) Empire Tool and Manufacturing Co., Inc.
 - 3) Hilti Inc.
 - 4) ITW Ramset/Red Head; a division of Illinois Tool Works, Inc.
 - 5) MKT Fastening, LLC.
 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 6. Toggle Bolts: All-steel springhead type.
 7. 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 Division 5 Section "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 required by 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 with single-bolt conduit clamps using spring friction action for retention in support channel.
- 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.
- E. Support all electrical items independently of supports provided by the other trades.
- F. Support conduits and boxes using steel conduit straps or 1/4-inch minimum diameter threaded rod hangers. Suspended ceiling hangers or hanger wire shall not be used (except to support flexible metallic conduit and manufactured wiring systems).
- G. Support cable trays with support brackets or 3/8" diameter minimum threaded rod hangers at intervals not exceeding 8'-0" for straight runs. Additional supports shall be provided at tray fittings.
- H. Hangers shall be of sufficient strength that their deflection at mid span does not exceed 1/240 of the hanger span length after the cables are installed.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. 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).
- C. 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.

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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: Beam clamps (MSS Type 19, 21, 23, 25, or 27) complying with MSS SP-69.
 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 by means that meet seismic-restraint strength and anchorage requirements.
- D. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.
 - E. Do not fasten supports to pipes, ducts, mechanical equipment, and conduit.
 - F. Obtain permission from Architect/Engineer before using powder-actuated anchors.
 - G. Obtain permission from Architect/Engineer before drilling or cutting structural members.
 - H. Fabricate supports from structural steel or steel channel. Rigidly weld members or use hexagon head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
 - I. Install surface-mounted cabinets and panelboards with minimum of four anchors.
 - J. In wet and damp locations use steel channel supports to stand cabinets and panelboards one inch (25 mm) off wall.
 - K. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.
 - L. The Contractor shall replace all supports and channels that sag, twist, and/or show signs of not providing proper structural support, to the equipment, it is intended for, as determined by the Owner and Architect/Engineer. All costs associated with replacing supports and steel channels shall be incurred by the Contractor.
- 3.3 INSTALLATION OF FABRICATED METAL SUPPORTS
- A. Comply with installation requirements in Division 5 Section "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. Provide concrete bases for all floor mounted electrical equipment.
 - B. Provide concrete bases for all exterior, grade level electrical equipment, and where indicated.

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- C. Base/Pad Construction:
 - 1. Construct per manufacturer's recommendations for particular equipment, including suggested piers and dowel rods.
 - 2. Construct concrete bases for primary and secondary power distribution equipment per requirements of the electrical utility, where submitted for its review.
- D. Anchor equipment to base per both supports and equipment manufacturer's instructions.
- E. Coordinate conduit openings and sleeve locations in base with requirements of equipment to be supported.
 - 1. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch (450-mm) centers around full perimeter of the base.
 - 2. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.

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

RACEWAYS AND BOXES

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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 raceways, fittings, boxes, enclosures, and cabinets for electrical wiring.

- B. Related Sections include the following:

1. Division 26 Section, "Basic Electrical Materials and Methods" for exterior ductbanks, manholes, and underground utility construction.
2. Division 7 Section, "Through-Penetration Firestop Systems"
3. Division 26 Section "Wiring Devices" for devices installed in boxes and for floor-box service fittings, and for access floor boxes and service poles.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. ENT: Electrical nonmetallic tubing.
- C. FMC: Flexible metal conduit.
- D. IMC: Intermediate metal conduit.

- E. LFMC: Liquidtight flexible metal conduit.
- F. LFNC: Liquidtight flexible nonmetallic conduit.
- G. RNC: Rigid nonmetallic conduit.
- H. PVC: Polyvinyl Chloride.
- I. HDPE: High Density Polyethylene.

1.4 SUBMITTALS

- A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.
- B. Manufacturer Seismic Qualification Certification: Submit certification that enclosures, cabinets, accessories, and components will withstand seismic forces defined in Division [16][26] Section "Electrical Supports and Seismic Restraints." Include the following:
 - 1. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
 - b. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
 - 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.

1.5 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with NFPA 70.
- C. All work in natatorium/pool area shall be in accordance with N.E.C. article 680, "Swimming Pools, Fountains, and Similar Installations."

1.6 COORDINATION

- A. Coordinate layout and installation of raceways, boxes, enclosures, cabinets, 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.

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. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 METAL CONDUIT AND TUBING

A. Manufacturers:

1. AFC Cable Systems, Inc.
2. Alflex Inc.
3. Allied Tube Triangle Century.
4. Anamet Electrical, Inc.; Anaconda Metal Hose.
5. International Metal Hose.
6. Electri-Flex Co
7. Grinnell Co./Tyco International; Allied Tube and Conduit Div.
8. LTV Steel Tubular Products Company – Manhattan/CDT/Cole-Flex.
9. Maverick.
10. O-Z Gedney; unit of General Signal.
11. Wheatland.

B. Rigid Steel Conduit: ANSI C80.1.

C. IMC: ANSI C80.6.

D. EMT and Fittings: ANSI C80.3.

1. Fittings: Steel set-screw type.

E. LFMC: Flexible steel conduit with PVC jacket.

F. Fittings: NEMA FB 1; compatible with conduit and tubing materials.

2.3 FIRE ALARM EMT

A. Manufacturers:

1. Allied Tube Triangle Century.

B. EMT conduit with bright red topcoat; Fire Alarm EMT.

C. EMT and Fittings: ANSI C80.3.

2.4 NONMETALLIC CONDUIT AND TUBING

A. Manufacturers:

1. American International.

2. Anamet Electrical, Inc.; Anaconda Metal Hose.
 3. Arnco Corp.
 4. Cantex Inc.
 5. Certainteed Corp.; Pipe and Plastics Group.
 6. Condux International.
 7. ElecSys, Inc.
 8. Electri-Flex Co.
 9. Integral.
 10. Kor-Kap.
 11. Lamson and Sessions: Carlon Electrical Products.
 12. Manhattan/CDT/Cole-Flex.
 13. RACO; Division of Hubbell, Inc.
 14. Scepter.
 15. Spiralduct, Inc./AFC Cable Systems, Inc.
 16. Thomas & Betts Corporation.
- B. ENT: NEMA TC 13.
- C. RNC: NEMA TC 2, Schedule 40 and Schedule 80 PVC.
- D. ENT and RNC Fittings: NEMA TC 3; match to conduit or tubing type and material.
- E. LFNC: UL 1660.
- F. HDPE: UL 651, ASTM D 3350, ASTM D 1248 Schedule 40.
- 2.5 METAL WIREWAYS
- A. Manufacturers:
1. Hoffman.
 2. Square D.
- B. Material and Construction: Sheet metal sized and shaped as indicated, NEMA 1.
- C. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- D. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70.

- E. Wireway Covers: Hinged type.
- F. Finish: Manufacturer's standard enamel finish.

2.6 NONMETALLIC WIREWAYS

- A. Manufacturers:
 - 1. Hoffman.
 - 2. Lamson & Sessions; Carlon Electrical Products.
- B. Description: Fiberglass polyester, extruded and fabricated to size and shape indicated, with no holes or knockouts. Cover is gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections are flanged, with stainless-steel screws and oil-resistant gaskets.
- C. Description: PVC plastic, extruded and fabricated to size and shape indicated, with snap-on cover and mechanically coupled connections with plastic fasteners.
- D. Fittings and Accessories: Include couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- E. Select features, unless otherwise indicated, as required to complete wiring system and to comply with NFPA 70.

2.7 SURFACE RACEWAYS

- A. Surface raceway (Wiremold – ivory color) shall be used in finished areas. Do not use EMT conduit in finished areas unless directed by the Architect.
- B. Surface Metal Raceways: Galvanized steel with snap-on covers. Finish with manufacturer's standard prime coating and ivory finish.
 - 1. Manufacturers:
 - a. Airey-Thompson Sentinel Lighting; Wiremold Company (The).
 - b. Walker Systems, Inc.; Wiremold Company (The).
 - c. Wiremold Company (The); Electrical Sales Division.
- C. Types, sizes, and channels as indicated and required for each application, with fittings that match and mate with raceways.

2.8 BOXES, ENCLOSURES, AND CABINETS

- A. Sheet Metal Outlet and Device Boxes: NEMA OS 1. Shall be used within walls or ceiling.
- B. Cast-Metal Outlet and Device Boxes: NEMA FB 1, Type FD, with gasketed cover. Shall be used in all exposed, non-recessed, locations.
- C. Nonmetallic Outlet and Device Boxes: NEMA OS 2. Shall be used in corrosive areas.
- D. Floor Boxes: Cast metal, fully adjustable, rectangular.
- E. Floor Boxes: Nonmetallic, nonadjustable, round.

- F. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- G. Cast-Metal Pull and Junction Boxes: NEMA FB 1, cast aluminum with gasketed cover. Shall be used in areas exposed to water.
- H. Hinged-Cover Enclosures: NEMA 250, Type 1, with continuous hinge cover and flush latch.
 - 1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
- I. Cabinets: NEMA 250, Type 1, galvanized steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel. Hinged door in front cover with flush latch and concealed hinge. Key latch to match panelboards. Include metal barriers to separate wiring of different systems and voltage and include accessory feet where required for freestanding equipment.

2.9 FACTORY FINISHES

- A. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard prime-coat finish ready for field painting.
- B. Finish: For raceway, enclosure, or cabinet components, provide manufacturer's standard paint applied to factory-assembled surface raceways, enclosures, and cabinets before shipping.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors Applications:
 - 1. Exposed: Rigid steel or IMC.
 - 2. Concealed: Rigid steel or IMC.
 - 3. Underground, Single Run: RNC.
 - 4. Underground, Grouped: RNC.
 - 5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
 - 6. Boxes and Enclosures: NEMA 250, Type 3R.
- B. Indoor Applications:
 - 1. Exposed, Not Subject to Physical Damage in non-finished areas: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage in non-finished areas: EMT.
 - 3. Exposed and Subject to Severe Physical Damage: Rigid steel conduit up to 10'-0" above finished floor. Includes raceways in the following locations:
 - a. Loading dock.
 - b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
 - c. Mechanical rooms.
 - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.

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: IMC.
 7. Raceways Embedded in Concrete Above Grade: EMT or Rigid Steel.
 8. Raceways for Optical Fiber or Communications Cable in Spaces Used for Environmental Air: EMT.
 9. Raceways for Optical Fiber or Communications Cable Risers in Vertical Shafts: EMT.
 10. Raceways for Concealed General Purpose Distribution of Optical Fiber or Communications Cable: EMT.
 11. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4, stainless steel in damp or wet locations.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
1. Intermediate Steel Conduit: Use threaded rigid steel conduit fittings, unless otherwise indicated.
 2. Rigid Steel Conduits: Use only fittings approved for use with that material.
 3. EMT Conduits: Use steel set-screw fittings.
- E. Do not install aluminum conduits embedded in or in contact with concrete.
- 3.2 INSTALLATION
- A. Install conduit in accordance with NECA "National Electrical Installation Standards".
 - 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. Support raceways as specified in Division 26 Section "Hangers and Supports for Electrical Systems."
 - E. Install temporary closures to prevent foreign matter from entering raceways.
 - F. Protect stub-ups from damage where conduits rise through floor slabs. Arrange so curved portions of bends are not visible above the finished slab.
 - G. Make bends and offsets so ID is not reduced. Keep legs of bends in the same plane and keep straight legs of offsets parallel, unless otherwise indicated.
 - H. Conceal conduit and EMT within finished walls, ceilings, and floors, unless otherwise indicated.
 1. Install concealed raceways with a minimum of bends in the shortest practical distance, considering type of building construction and obstructions, unless otherwise indicated.

- I. Raceways Embedded in Slabs:
 - 1. Raceways embedded in slabs shall be limited to above grade concrete decks. Embedded conduit shall be limited to servicing floor boxes and equipment located in open spaces away from accessible walls.
 - 2. Install in middle 1/3 of slab thickness where practical and leave at least 2 inches (50 mm) of concrete cover.
 - 3. Secure raceways to reinforcing rods to prevent sagging or shifting during concrete placement.
 - 4. Space raceways laterally to prevent voids in concrete.
 - 5. Run conduit larger than 1-inch trade size (DN 27) parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support.
 - 6. Conduits shall run flat. Do not allow conduits to cross.
- J. Raceways installed under slab on grade: Use Schedule 40 nonmetallic conduit with rigid steel conduit sweeps, route conduits a minimum of 6" below bottom of slab.
- K. Install exposed raceways parallel or at right angles to nearby surfaces or structural members and follow surface contours as much as possible.
 - 1. Run parallel or banked raceways together on common supports.
 - 2. Make parallel bends in parallel or banked runs. Use factory elbows only where elbows can be installed parallel; otherwise, provide field bends for parallel raceways.
- L. Join raceways with fittings designed and approved for that purpose and make joints tight.
 - 1. Use insulating bushings to protect conductors.
- M. Tighten set screws of threadless fittings with suitable tools.
- N. Terminations:
 - 1. Where raceways are terminated with locknuts and bushings, align raceways to enter squarely and install locknuts with dished part against box. Use two locknuts, one inside and one outside box.
 - 2. Where raceways are terminated with threaded hubs, screw raceways or fittings tightly into hub so end bears against wire protection shoulder. Where chase nipples are used, align raceways so coupling is square to box; tighten chase nipple so no threads are exposed.
- O. 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.
- P. Provide pull string and 25% spare capacity in every branch circuit conduit.
- Q. Telephone and Signal System Raceways, 2-Inch Trade Size (DN 53) and Smaller: In addition to above requirements, install raceways in maximum lengths of 150 feet (45 m) and with a maximum of two 90-degree bends or equivalent. Separate lengths with pull or junction boxes where necessary to comply with these requirements.

1. Electrical conduit (LB's) are not permitted.
 2. Conduits shall have no more than two 90 degree bends between pull points or pull boxes.
 3. Conduits shall contain no continuous sections longer than 100 ft. without a pull point/box.
 4. The bend radius of conduit must be at least 6 times the internal diameter for a conduit 2 inches or less and a radius of 10 times the diameter for a conduit greater than two inches.
 5. All conduit ends shall have an insulated bushing.
- R. Install raceway sealing fittings at suitable, approved, and accessible locations and fill them with UL-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 at the following points:
1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
 2. Where otherwise required by NFPA 70.
- S. Stub-up Connections: Extend conduits through concrete floor for connection to freestanding equipment. Install with an adjustable top or coupling threaded inside for plugs set flush with finished floor. Extend conductors to equipment with rigid steel conduit; FMC may be used 6 inches (150 mm) above the floor. Install screwdriver-operated, threaded plugs flush with floor for future equipment connections.
- T. Flexible Connections: Use maximum of 72 inches (1830 mm) of flexible conduit for recessed and semirecessed lighting fixtures; for equipment subject to vibration, noise transmission, or movement; and for all motors. Use LFMC in damp or wet locations. Install separate ground conductor across flexible connections.
- U. Surface Raceways: Install a separate, green, ground conductor in raceways from junction box supplying raceways to receptacle or fixture ground terminals.
- V. Set floor boxes level and flush with finished floor surface.
- W. Set floor boxes level. Trim after installation to fit flush with finished floor surface.
- X. Install hinged-cover enclosures and cabinets plumb. Support at each corner.
- Y. Do not route feeders across roof.
- Z. Provide a pull box (a handhole for outdoor applications) for each conduit run that exceeds 250 feet. Provide two pull boxes (handholes for outdoor applications) for runs that exceed 500 feet.
- AA. Conduit run in natatorium/pool area shall be EMT with compression fittings, and painted by the painting contractor (corrosion treatment paint per Architect's requirements).
- BB. Provide bonding of the pool structure/equipment per N.E.C. article 680-22. Coordinate with the pool contractor.
- CC. Route conduits in finished areas with exposed ceilings at underside of structural deck or as high as possible.
- DD. Conduits that route through, to, or from a hazardous classified space (Class I or II) shall have proper seal offs when exiting or entering the hazardous classified space.

- EE. Outlet boxes within hazardous locations shall be of the proper class and division as noted in the N.E.C.
- FF. Offset outlet boxes on opposite sides of common walls to prevent sound transmission between adjoining rooms.
- GG. Firestop raceways passing through rated walls and floors in accordance with Division 07 specifications. See architectural drawings for locations of rated assemblies.

3.3 PROTECTION

- A. Provide final protection and maintain conditions that ensure coatings, finishes, and cabinets are without damage or deterioration at time of Substantial Completion.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
 - 2. Repair damage to PVC or paint finishes with matching touchup coating recommended by manufacturer.

3.4 CLEANING

- A. After completing installation of exposed, factory-finished raceways and boxes, inspect exposed finishes and repair damaged finishes.

****END OF SECTION****

ELECTRICAL IDENTIFICATION

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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. Identification for raceway and metal-clad cable.
 - 2. Identification for conductors and communication and control cable.
 - 3. Underground-line warning tape.
 - 4. Warning labels and signs.
 - 5. Instruction signs.
 - 6. Equipment identification labels.
 - 7. Miscellaneous identification products.

1.3 SUBMITTALS

- A. Product Data: For each electrical identification product indicated.
- B. Identification Schedule: An index of nomenclature of electrical equipment and system components used in identification signs and labels.

- C. Samples: For each type of label and sign to illustrate size, colors, lettering style, mounting provisions, and graphic features of identification products.

1.4 QUALITY ASSURANCE

- A. Comply with ANSI A13.1 and ANSI C2.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.145.

1.5 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in the Contract Documents, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual, and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.
- D. Install identifying devices before installing acoustical ceilings and similar concealment.

PART 2 - PRODUCTS

2.1 RACEWAY AND METAL-CLAD CABLE IDENTIFICATION MATERIALS

- A. Comply with ANSI A13.1 for minimum size of letters for legend and for minimum length of color field for each raceway and cable size.
- B. Color for Printed Legend:
 - 1. Power Circuits: Black letters on an orange field.
 - 2. Legend: Indicate system or service and voltage, if applicable.
- C. Self-Adhesive Vinyl Labels: Preprinted, flexible label laminated with a clear, weather- and chemical-resistant coating and matching wraparound adhesive tape for securing ends of legend label.
- D. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeves, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- E. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeves, 2 inches long, with diameter sized to suit diameter of raceway or cable it identifies and to stay in place by gripping action.
- F. Self-Adhesive Vinyl Tape: Colored, heavy duty, waterproof, fade resistant; 2 inches wide; compounded for outdoor use.

2.2 CONDUCTOR, COMMUNICATION AND CONTROL CABLE IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

- B. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- C. Aluminum Wraparound Marker Labels: Cut from 0.014-inch-thick aluminum sheet, with stamped, embossed, or scribed legend, and fitted with tabs and matching slots for permanently securing around wire or cable jacket or around groups of conductors.
- D. Metal Tags: Brass or aluminum, 2 by 2 by 0.05 inch, with stamped legend, punched for use with self-locking nylon tie fastener.
- E. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and polyester or nylon tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.

2.3 UNDERGROUND-LINE WARNING TAPE

- A. Description: Permanent, bright-colored, continuous-printed, polyethylene tape.
 - 1. Not less than 6 inches wide by 4 mils thick.
 - 2. Compounded for permanent direct-burial service.
 - 3. Embedded continuous metallic strip or core.
 - 4. Printed legend shall indicate type of underground line.

2.4 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment, unless otherwise indicated.
- C. Baked-Enamel Warning Signs: Preprinted aluminum signs, punched or drilled for fasteners, with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 7 by 10 inches.
- D. Metal-Backed, Butyrate Warning Signs: Weather-resistant, nonfading, preprinted, cellulose-acetate butyrate signs with 0.0396-inch galvanized-steel backing; and with colors, legend, and size required for application. 1/4-inch grommets in corners for mounting. Nominal size, 10 by 14 inches.
- E. Warning label and sign shall include, but are not limited to, the following legends:
 - 1. Multiple Power Source Warning: "DANGER - ELECTRICAL SHOCK HAZARD - EQUIPMENT HAS MULTIPLE POWER SOURCES."
 - 2. Workspace Clearance Warning: "WARNING - OSHA REGULATION - AREA IN FRONT OF ELECTRICAL EQUIPMENT MUST BE KEPT CLEAR FOR 36 INCHES."

2.5 INSTRUCTION SIGNS

- A. Engraved, laminated acrylic or melamine plastic, minimum 1/16 inch thick for signs up to 20 sq. in. and 1/8 inch thick for larger sizes.

1. Engraved legend with black letters on white face.
2. Punched or drilled for mechanical fasteners.
3. Framed with mitered acrylic molding and arranged for attachment at applicable equipment.

2.6 EQUIPMENT IDENTIFICATION LABELS

- A. Engraved, Laminated Acrylic or Melamine Label: Punched or drilled for screw mounting. Black letters on a white background. Minimum letter height shall be 3/8 inch.
- B. Outdoor Equipment Stenciled Legend: In nonfading, waterproof, black ink or paint. Minimum letter height shall be 1 inch.

2.7 MISCELLANEOUS IDENTIFICATION PRODUCTS

- A. Cable Ties: Fungus-inert, self-extinguishing, 1-piece, self-locking, Type 6/6 nylon cable ties.
 1. Minimum Width: 3/16 inch.
 2. Tensile Strength: 50 lb, minimum.
 3. Temperature Range: Minus 40 to plus 185 deg F.
 4. Color: Black, except where used for color-coding.
- B. Paint: Paint materials and application requirements are specified in Division 9 painting Sections.
- C. Fasteners for Labels and Signs: Self-tapping, stainless-steel screws or stainless-steel machine screws with nuts and flat and lock washers.

2.8 WIRING DEVICE IDENTIFICATION

- A. Description: Self adhesive label with black upper case letters on clear polyester label, font size 7.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Raceways and Duct Banks More Than 600 V Concealed within Buildings: 4-inch- wide black stripes on 10-inch centers over orange background that extends full length of raceway or duct and is 12 inches wide. Stencil legend "DANGER CONCEALED HIGH VOLTAGE WIRING" with 3-inch- high black letters on 20-inch centers. Stop stripes at legends. Apply to the following finished surfaces:
 1. Floor surface directly above conduits running beneath and within 12 inches of a floor that is in contact with earth or is framed above unexcavated space.
 2. Wall surfaces directly external to raceways concealed within wall.
 3. Accessible surfaces of concrete envelope around raceways in vertical shafts, exposed in the building, or concealed above suspended ceilings.
- B. Accessible Raceways and Metal-Clad Cables More Than 600 V: Identify with "DANGER-HIGH VOLTAGE" in black letters at least 2 inches high, with self-adhesive vinyl labels. Repeat legend at 10-foot maximum intervals.

- C. Accessible Raceways and Metal-Clad Cables, 600 V or Less, for Service, Feeder, and Branch Circuits More Than 400 A: Identify with orange self-adhesive vinyl label.
- D. Accessible Raceways and Cables of Auxiliary Systems: Identify the following systems with color-coded, self-adhesive vinyl tape applied in bands:
 - 1. Fire Alarm System: Red.
 - 2. Fire-Suppression Supervisory and Control System: Red and yellow.
 - 3. Combined Fire Alarm and Security System: Red and blue.
 - 4. Security System: Blue and yellow.
 - 5. Mechanical and Electrical Supervisory System: Green and blue.
 - 6. Telecommunication System: Green and yellow.
 - 7. Control Wiring: Green and red.
- E. Power-Circuit Conductor Identification: For primary conductors No. 1/0 AWG and larger in vaults, pull and junction boxes, manholes, and handholes use metal tags. Identify source and circuit number of each set of conductors. For single conductor cables, identify phase in addition to the above.
- F. Branch-Circuit Conductor Identification: Where there are conductors for more than three branch circuits in same junction or pull box, use color-coding conductor tape. Identify each ungrounded conductor according to source and circuit number as indicated on Drawings. Identify control circuits by control wire number as indicated on shop drawings.
- G. Branch-Circuit Conductor Identification: Mark junction box covers in indelible ink with the panel and breaker numbers of other circuits contained within.
- H. Conductor Identification: Locate at each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection or termination point.
- I. Auxiliary Electrical Systems Conductor Identification: Identify field-installed alarm, control, signal, sound, intercommunications, voice, and data connections.
 - 1. Identify conductors, cables, and terminals in enclosures and at junctions, terminals, and pull points. Identify by system and circuit designation.
 - 2. Use system of marker tape designations that is uniform and consistent with system used by manufacturer for factory-installed connections.
 - 3. Coordinate identification with Project Drawings, manufacturer's wiring diagrams, and Operation and Maintenance Manual.
- J. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable. Install underground-line warning tape for both direct-buried cables and cables in raceway.
- K. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Comply with 29 CFR 1910.145 and apply baked-enamel warning signs. Identify system voltage with black letters on an orange background. Apply to exterior of door, cover, or other access.

1. Equipment with Multiple Power or Control Sources: Apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.
 2. Equipment Requiring Workspace Clearance According to NFPA 70: Unless otherwise indicated, apply to door or cover of equipment but not on flush panelboards and similar equipment in finished spaces.
- L. Provide a 3" by 5" yellow "Warning Arc Flash Hazard" label on the outside of panels in 'occupant areas' - Brady Type 99454 or equivalent from another manufacturer. Center the label horizontally and vertically on outside of door.
- M. Provide a 4" by 6" red "Danger Arc Flash and Shock Hazard" label on the outside of panels in areas open only to 'qualified personnel', and on the inside panel door of panels in 'occupant areas' - Brady Type 99459. Center label on gutter areas of distribution panels, centered above or below the directory of panels, and otherwise centered in other applications. In all cases, label will be no lower than 48" or above 84" AFF
- N. Instruction Signs:
1. Operating Instructions: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.
 2. Emergency Operating Instructions: Install instruction signs with white legend on a red background with minimum 3/8-inch- high letters for emergency instructions at equipment used for power transfer or load shedding.
- O. Equipment Identification Labels: On each unit of equipment, install unique designation label that is consistent with wiring diagrams, schedules, and Operation and Maintenance Manual. Apply labels to disconnect switches and protection equipment, central or master units, control panels, control stations, terminal cabinets, and racks of each system. Systems include power, lighting, control, communication, signal, monitoring, and alarm systems unless equipment is provided with its own identification.
1. Labeling Instructions:
 - a. Indoor Equipment: Mechanically secured, Engraved, laminated acrylic or melamine label. Unless otherwise indicated, provide a single line of text with 1/2-inch- (13-mm-) high letters on 1-1/2-inch- (38-mm-) high label; where 2 lines of text are required, use labels 2 inches (50 mm) high. Labels shall be 2 1/2" high x 4 1/2" wide. Provide 3 lines of text. Line one shall have 1/2" letters spaced 1/2" down from top of label. Lines 2 and 3 shall have 1/4" letters. Each line shall be spaced 1/4" apart.
 - b. Outdoor Equipment: Engraved, laminated acrylic or melamine label.
 - c. Elevated Components: Increase sizes of labels and letters to those appropriate for viewing from the floor.
 2. Equipment to Be Labeled:
 - a. Panelboards, electrical cabinets, and enclosures.
 - b. Access doors and panels for concealed electrical items.
 - c. Electrical switchgear and switchboards.
 - d. Transformers.

- e. Emergency system boxes and enclosures.
 - f. Motor-control centers.
 - g. Disconnect switches.
 - h. Enclosed circuit breakers.
 - i. Motor starters.
 - j. Push-button stations.
 - k. Power transfer equipment.
 - l. Contactors.
 - m. Remote-controlled switches, dimmer modules, and control devices.
 - n. Intercommunication and call system master and staff stations.
 - o. Fire-alarm control panel and annunciators.
 - p. Breakers at distribution panels.
- P. Wiring Device Identification Labels: On each faceplate install circuit designation label that is consistent with panelboard directories, and as-built plan drawings. Apply labels to receptacle faceplates centered below bottom outlet. Apply labels to toggle switch faceplates on backside.

3.2 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location:
- 1. Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
 - 2. Conduit Markers: Provide identification for each power conduit two inches or larger.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Attach nonadhesive signs and plastic labels with screws and auxiliary hardware appropriate to the location and substrate.
- E. System Identification Color Banding for Raceways and Cables: Each color band shall completely encircle cable or conduit. Place adjacent bands of two-color markings in contact, side by side. Locate bands at changes in direction, at penetrations of walls and floors, at 50-foot maximum intervals in straight runs, and at 25-foot maximum intervals in congested areas.
- F. Color-Coding for Phase and Voltage Level Identification, 600 V and Less: Use the colors listed below for ungrounded service, feeder, and branch-circuit conductors.
- 1. Color shall be factory applied or, for sizes larger than No. 10 AWG if authorities having jurisdiction permit, field applied.
 - 2. Colors for 208/120-V Circuits:
 - a. Phase A: Black.
 - b. Phase B: Red.
 - c. Phase C: Blue.
 - d. Neutral: White.
 - e. Ground: Green.
 - 3. Colors for 480/277-V Circuits:
 - a. Phase A: Brown.
 - b. Phase B: Orange.

- c. Phase C: Yellow.
 - d. Neutral: Gray.
 - e. Ground: Green.
4. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- G. Aluminum Wraparound Marker Labels and Metal Tags: Secure tight to surface of conductor or cable at a location with high visibility and accessibility.
- H. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.
- I. Label information arrangement for 3 lines of text.
- 1. Line one shall describe the panel or equipment. Line one example: "DP-XX," RP-XX," "T-XX," "EF-XX," etc.
 - 2. Line two shall describe the first disconnecting means feeding this panel or equipment. Line two example: "Fed from DP-XX," "Fed from RP-XX," etc.
 - 3. Line three indicates that location of the disconnecting means as identified in line two. Line three example: "First Floor Elect. Rm #XXX."
 - 4. Line four shall include "Via T-XX" when panel or equipment is fed from a transformer.
- J. Examples:

RP-1A FED FROM PP-2 ELECTRICAL ROOM A100 VIA T-1A	EF-1 FED FROM PP-1 MECHANICAL ROOM F101	LP-1A FED from MDP ELECTRICAL ROOM A100
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- K. Painted Identification: Prepare surface and apply paint according to Division 9 painting Sections.
- L. Degrease and clean surface to receive nameplates.
- M. Install nameplate and labels parallel to equipment lines.
- N. Secure nameplate to equipment front using screws.
- O. Secure nameplate to inside surface of door on panelboard that is recessed in finished locations.
- P. Identify conduit using field painting where required.
- Q. Paint red colored band on each fire alarm conduit and junction box.
- R. Paint bands 10 feet on center, and 4 inches minimum in width.
- S. Labels shall be neatly centered. Place labels in like positions on similar equipment.

END OF SECTION

LIGHTING CONTROL DEVICES

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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 lighting control devices:
 - 1. Occupancy sensors.
 - 2. Lighting contactors.
- B. Related Sections include the following:
 - 1. Division 26 Section "Electrical General Requirements".
 - 2. Division 26 Section "Wiring Devices" for wall-box dimmers and manual light switches.

1.3 REFERENCES

- A. IEEE C62.41: Guide for Surge Voltages in Low-Voltage AC Power Circuits.
- B. IEEE C136.10: Standard for Roadway Lighting Equipment Locking-Type Photocontrol Devices and Mating Receptacle Physical and Electrical Interchangeability and Testing.
- C. NEMA ICS 2: Industrial Control and Systems Controllers, Contactors, and Overload Relays, Rated Not More Than 2000 Volts AC or 750 Volts DC Part 8: Disconnect Devices for Use in Industrial Control Equipment.
- D. NFPA 70: National Electrical Code.
- E. UL 486A: Wire Connectors and Soldering Lugs for Use with Copper Conductors.
- F. UL 486B: Wire Connectors for Use with Aluminum Conductors.
- G. UL 773: Plug-in, Locking Photocontrols for Use with Area Lighting.
- H. UL 773A: Nonindustrial Photoelectric Switches for Lighting Control.
- I. UL 917: Clock Operated Switches.
- J. UL 1449: Transient Voltage Surge Suppressors.
- K. UL 1598: Luminaires.
- L. NECA 130-2010: Installing and Maintaining Wiring Devices.

1.4 DEFINITIONS

- A. LED: Light-emitting diode.
- B. PIR: Passive infrared.
- C. ULTRASONIC: Active emission of at least 35 kHz sound waves, using Doppler reflectance to detect motion.
- D. MICROPHONIC: Passive reception to listen for continued occupancy, with circuitry to filter out white noise.
- E. MULTI-Tech: Using PIR and ultrasonic or microphonic technologies in one sensor.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated including physical data and electrical performance.
- B. Shop Drawings: Show installation details for occupancy and light-level sensors.
 - 1. Lighting plan showing location, orientation, and coverage area of each sensor.

2. Interconnection diagrams showing field-installed wiring.

C. Field quality-control test reports.

D. Operation and Maintenance Data: For each type of product to include in emergency, operation, and maintenance manuals. Include the following:

1. Description of operation and servicing procedures.
2. List of major components.
3. Recommended spare parts.
4. Programming instructions and system operation procedures.

1.6 QUALITY ASSURANCE

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

1.7 COORDINATION

A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, fire-suppression system, and partition assemblies.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to the site under provisions of Division 26 Section "Electrical General Requirements".
- B. Store and protect products under provisions of Division 26 Section "Electrical General Requirements".

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

2.2 GENERAL LIGHTING CONTROL DEVICE REQUIREMENTS

- A. Line-Voltage Surge Protection: An integral part of the devices for 120- and 277-V solid-state equipment. For devices without integral line-voltage surge protection, field-mounting surge protection shall comply with IEEE C62.41 and with UL 1449.

2.3 OCCUPANCY SENSORS

A. General

1. Coordinate occupancy sensor locations, coverages and required quantities with manufacturer's recommendations. Coverage areas indicated on the Drawings are for minor motion (6 to 8 inches of hand movement). Provide additional occupancy sensors and control units as required to achieve complete minor motion coverage of the space indicated.
2. Adjust occupancy sensors and test that complete minor motion coverage is obtained in accordance with Part 3. Provide written confirmation of testing to owner, architect and engineer.
3. Provide occupancy sensors with a bypass switch to override the "ON" function in the event of sensor failure.
4. Provide occupancy sensors with an LED indicator indicating when motion is being detected during testing and normal operation of the sensor.
5. Provide occupancy sensors and occupancy sensor control units from single manufacturer.

B. Wall Switch Passive Infrared Occupancy Sensor

- C. 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:

- D. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Leviton ODS15-IDW
2. Description: Wall mounted, 180° coverage, passive infrared sensing occupancy sensor.
 - a. Electrical Characteristics: Capable of switching up to 800W fluorescent or incandescent lighting loads at 120V and 1200 watts fluorescent loads at 277V.
 - b. Functions: Automatic ON/Automatic OFF, or Manual ON/Automatic OFF operation, field selectable. Integral manual override pushbutton switch.
 - c. Adjustments: User adjustable sensitivity and time delay. Time delay shall be adjustable from 30 seconds to 30 minutes.
 - d. Device Body: White, plastic with momentary on/off override pushbutton designed to mount in a standard switch box with "decora" style switch plate.
3. Dual Level Switching: Provide occupancy sensor capable of controlling two switch legs independently where dual level switching is indicated.

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- a. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- b. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1) Leviton ODS0D-IDW

E. 360° Ceiling Mounted Dual Technology Occupancy Sensor

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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Leviton OSC20-M0W
3. Description: Ceiling mounted, 360° coverage, multi-tech sensing occupancy sensor.
 - a. Housing: White, thermoplastic, tamper resistant ceiling mount.
 - b. Functions: Automatic ON must sense motion from both ultrasonic and infrared sensing elements. Either technology shall maintain ON, with adjustable time delays.
 - c. Adjustments: User adjustable sensitivity adjustment shall be provided for each sensing technology. Time delay shall be adjustable from 15 seconds to 30 minutes.
 - d. Sensor shall operate on 24V DC power through control unit which supplies DC power to the sensor and provides relay contacts to control the lighting load and auxiliary contacts.
 - e. Manual override function.

F. 110° Wall Mounted Dual Technology Occupancy Sensor

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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Leviton OSW12-M0W
3. Description: Wall mounted, 110° coverage, multi-tech occupancy sensor.
 - a. Housing: White, thermoplastic, tamper resistant with swivel bracket for wall or ceiling mounting.
 - b. Functions: Automatic ON must sense motion from both sensing elements. Either technology shall maintain ON, with adjustable time delays.
 - c. Adjustments: User adjustable sensitivity adjustment shall be provided for each sensing technology. Time delay shall be adjustable from 15 seconds to 15 minutes.
 - d. Sensor Orientation: Orient sensor in room such that sensor will not detect motion through open door which could cause false activation.
 - e. Sensor shall operate on 24V DC power through control unit which supplies DC power to the sensor and provides relay contacts to control the lighting load and auxiliary contacts.

f. Manual override function.

G. 360° Ceiling Mounted Ultrasonic Occupancy Sensors

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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Leviton OSC20-U0W
3. Description: Ceiling mounted, 360° coverage, ultrasonic or microphonics sensing occupancy sensor.
 - a. Housing: White, thermoplastic, tamper resistant.
 - b. Adjustments: Adjustments: User adjustable sensitivity and time delay. Time delay shall be adjustable from 15 seconds to 15 minutes.
 - c. Sensor shall operate on 24V DC power through control unit which supplies DC power to the sensor and provides relay contacts to control the lighting load and auxiliary contacts.
 - d. Manual override function.

H. 360° Ceiling Mounted Passive Infrared Occupancy Sensor.

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:
2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Leviton OSC15-I0W
3. Description: Ceiling mounted, 360° coverage, infrared sensing occupancy sensor.
 - a. Housing: White, thermoplastic, tamper resistant ceiling mount.
 - b. Adjustments: User adjustable sensitivity adjustment shall be provided for each sensing technology. Time delay shall be adjustable from 30 seconds to 30 minutes.
 - c. Sensor shall operate on 24V DC power through control unit which supplies DC power to the sensor and provides relay contacts to control the lighting load and auxiliary contacts.
 - d. Manual override function.

I. Occupancy Sensor Control Units: OPP20-OD1

1. Description: Transformer and relay combined in single unit to provide 24DC power to sensors and provide 20A contact(s) for control of lighting loads at 120 or 277V. Control unit input power shall be from unswitched leg of lighting circuit it is controlling.
 - a. Control units shall be provided as required to power ceiling mounted occupancy sensors, control lighting loads and provide a minimum of one auxiliary contact.
 - b. Occupancy sensor control units shall mount external to 4" sq junction box in the ceiling space. Wiring between control unit and occupancy sensor shall be plenum rated.

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- c. Locate control unit in accessible location in gyp-board ceilings, adjacent to return air grilles, or provide access panel.
- d. Additional auxiliary relay modules shall be provided as required to provide control of all lighting circuits and additional auxiliary contacts as required.
- e. It is acceptable to provide controls and auxiliary contacts as required integral to the ceiling sensor, provided all required contacts are provided.
- f. Maximum of 3 sensors per power pack. Verify exact quantities required with manufacturer.

2.4 LIGHTING CONTACTORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Square D.
- B. Contactor
 1. Electrically-operated electrically-held unless otherwise indicated 600 volt, 30 ampere three pole with number of poles indicated.
 2. Provide contacts to be 100 percent, continuously rated for all types of ballast and tungsten lighting and resistance loads without the need for in-rush current derating.
 3. Provide NEMA type 1 enclosure unless otherwise indicated.
 4. Provide NEMA type 1 hinged cover cabinet enclosure sized as required for contactors as indicated on drawings. Mount switches and indicating lights required on front of enclosure. Install terminal strips for connection of all external control wiring connections.
 5. Provide solderless pressure wire terminals.
 6. Provide corrosion-resistant primer treatment with light gray baked acrylic enamel finish.
 7. Provide the following control and indicating devices:
 - a. Auxiliary contacts: One field convertible.
 - b. Auxiliary relay to convert maintained-contact type control circuit to momentary-contact type control circuit necessary for contactor control.
 - c. Green pilot light to indicate "power on" condition. Mount on front cover with legend plate.

PART 3 - EXECUTION

3.1 LIGHTING CONTACTOR INSTALLATION

- A. Install lighting contactors as indicated on plan. Install at accessible locations. Switch controls where provided shall be no higher than 54" or lower than 48".
- B. Demonstrate proper operation of all lighting control functions to the Owner and Engineer.

3.2 OUTDOOR PHOTOELECTRIC CONTROL INSTALLATION

- A. Mount photocell on roof or parapet to ½" GRS conduit, supported to building structure below. Coordinate roof penetration with roofing contractor.
- B. Install photoelectric control oriented in the northeast direction and not within any potential shadows.
- C. Adjust photocell sensitivity and delay to meet owner's requirements. Multiple adjustments may be required, as needed.

3.3 TIME CONTROLLER INSTALLATION

- A. Install time controller, near contactor control equipment or as indicated on plan. Install at accessible location.
- B. Program time controller as directed by the owner. Train owner in time clock programming.

3.4 OCCUPANCY SENSOR INSTALLATION

- A. Install wall mounted occupancy sensors as noted on plan. Arrange occupancy sensors with adjacent switch devices so that device plates line-up and are equally spaced.
- B. Install ceiling mounted sensors at approximate locations as indicated on plan. Sensor manufacturer shall provide quantity of sensors as required to provide complete coverage for rooms.
- C. Locate sensors such that motion through open doors will not falsely activate sensors.
- D. Do not locate ultrasonic sensors within six feet of supply air diffusers.
- E. Locate infrared sensors to avoid obstructions.
- F. Provide the services of a manufacturer's representative for commissioning of occupancy sensor installation. This shall include consultation on layout and location prior to installing sensors, testing of each sensor for compliance with Contract Documents and field adjustment and fine tuning after installation is complete. Provide written confirmation of testing to the Owner, Architect and Engineer.
- G. Field adjustments shall take place in the presence of the owner and the engineer. This shall include owner training on adjustment techniques for the occupancy sensors. The owner shall dictate the setting of the time delay in all sensors.

3.5 WIRING INSTALLATION

- A. Wiring Method: Comply with Division 26 Section "Conductors and Cables".
- B. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions, unless otherwise indicated.

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- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.
- E. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.6 IDENTIFICATION

- A. Identify components and power and control wiring according to Division 26 Section "Electrical Identification."
- B. Label time switches and contactors with a unique designation.

3.7 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:
 - 1. After installing time switches and sensors, and after electrical circuitry has been energized, adjust and test for compliance with requirements.
 - 2. Operational Test: Verify actuation of each sensor and adjust time delays.
- B. Remove and replace lighting control devices where test results indicate that they do not comply with specified requirements.
- C. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.8 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting sensors to suit actual occupied conditions. Provide up to two visits to site outside normal occupancy hours for this purpose.

END OF SECTION

WIRING DEVICES

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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. Single and duplex receptacles, ground-fault circuit interrupters, integral surge suppression units, and isolated-ground receptacles.
 2. Single- and double-pole snap switches and dimmer switches.
 3. Device wall plates.
 4. Pin and sleeve connectors and receptacles.
 5. Floor service fittings, poke-through assemblies, access floor boxes, and service poles.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. PVC: Polyvinyl chloride.

- D. RFI: Radio-frequency interference.
- E. TVSS: Transient voltage surge suppressor.
- F. UTP: Unshielded twisted pair.

1.4 REFERENCES

- A. DSCC W-C-596G: Federal Specification Connector, Electrical, Power, General Specification.
- B. DSCC W-C-896F: Federal Specification Switches, Toggle (Toggle and Lock), Flush Mounted (General Specification).
- C. IEC 309-1, Part 1: General Requirements: Plugs, Socket-Outlets and Couplers for Industrial Purposes
- D. NEMA FB 11: Plugs, Receptacles, and Connectors of the Pin and Sleeve Type for Hazardous Locations.
- E. NEMA WD 1: General Requirements for Wiring Devices.
- F. NEMA WD 6: Wiring Device – Dimensional Requirements.
- G. UL 20: General-Use Snap Switches.
- H. UL 486A: Wire Connectors and Soldering Lugs for Use with Copper Conductors.
- I. UL 486B: Wire Connectors for Use with Aluminum Conductors.
- J. UL 498: Electrical Attachment Plugs and Receptacles.
- K. UL 943: Ground Fault Circuit Interrupters.

1.5 SUBMITTALS

- A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations for each type of product indicated.
- B. Qualification Data: For testing agency.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Testing agency as defined by OSHA in 29 CFR 1910.7 or a member company of the InterNational Electrical Testing Association and that is acceptable to authorities having jurisdiction.
 - 1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association to supervise on-site testing specified in Part 3.
- B. Source Limitations: Obtain each type of wiring device through one source from a single manufacturer.
- C. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- D. Comply with NFPA 70.

1.7 COORDINATION

- A. Receptacles for Owner-Furnished Equipment: Match plug configurations.
 - 1. Cord and Plug Sets: Match equipment requirements.

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. Manufacturers: Subject to compliance with requirements, provide products by the manufacturers specified.

2.2 RECEPTACLES

- A. **All receptacles shall be tamper resistant (adjust model numbers listed below as required).**
- B. Straight-Blade and Locking Receptacles: Heavy-Duty grade.
- C. Straight-Blade-Type Receptacles: Comply with NEMA WD 1, NEMA WD 6, DSCC W-C-596G, and UL 498. Configuration 5-20R duplex receptacle.
 - 1. Manufacturers:
 - a. Hubbell Incorporated; Wiring Device-Kellems HBL 5362.
- D. GFCI Receptacles: Straight blade, feed-through type, Heavy-Duty grade, with integral NEMA WD 6, Configuration 5-20R duplex receptacle; complying with UL 498 and UL 943. Design units for installation in a 2-3/4-inch- deep outlet box without an adapter.
 - 1. Manufacturers:
 - a. Hubbell Incorporated; Wiring Device-Kellems GF8300.
- E. Industrial Heavy-Duty Pin and Sleeve Devices: Comply with IEC 309-1.
- F. Hazardous (Classified) Location Receptacles: Comply with NEMA FB 11.

2.3 WALL SWITCHES

- A. Manufacturers:
 - 1. Hubbell Incorporated; Wiring Device-Kellems 1220 Series.
- B. Device body: Plastic toggle handle.
- C. Single- and Double-Pole Switches: Comply with DSCC W-C-896F and UL 20.
- D. Provide single-pole, two-pole, three-way and four-way switches as indicated.
- E. Provide pilot light where indicated.
- F. Provide key type where indicated. Furnish a minimum of six keys to Owner.

1. Switch shall be Hubbell 1220 series (or equal as specified above) with locking coverplate.
2. Coverplate shall be Hubbell HBL96062, straight keyed cylinder type lock, with stainless steel finish.

G. Combination Switch and Receptacle: Both devices in a single gang unit with plaster ears and removable tab connector that permit separate or common feed connection.

1. Switch: 20 A, 120/277-V ac.
2. Receptacle: NEMA WD 6, Configuration 5-20R.

2.4 DIGITAL TIME SWITCHES

A. General:

1. Watt Stopper TS-400 or equal. Operation on 100 to 300 volts.
2. Digital time switch turns lights off automatically after pre-set time. Pushbutton operation with time setting from 5 minutes to 12 hours.
3. Back-lit LCD shows timer countdown.

2.5 DIMMER SWITCHES

A. General:

1. Dimmer Switches: Modular, full-wave, solid-state units with integral, quiet on/off switches and audible frequency and EMI/RFI filters.
2. Dimmer switches shall provide full-range, variable control of light intensity utilizing a continuous Square Law dimming curve.
3. Provide protected memory during temporary power failures that restores lights to same level of intensity set prior to power interruption.
4. Provide dimmer switches UL listed for the type of load being served (incandescent, fluorescent, magnetic low voltage transformer, electronic low voltage transformer). Universal load-type dimmer switches shall not be acceptable.
5. Provide dimmers that provide no adverse effects on other components of the electrical system being served (low voltage transformers, ballasts, lamps, etc.).

B. Incandescent Lamp Dimmers:

1. Manufacturers:
 - a. Lutron Model N-2000-W.
 - b. Leviton Model 82000-W.
 - c. Hubbell equal.
2. Modular, 120 V, 60 Hz with continuously adjustable control; single pole with soft tap or other quiet switch; and 5-inch wire connecting leads.

3. Dimmer switches serving magnetic low voltage transformers shall be designed to control and provide a symmetrical ac waveform to the input of the magnetic low voltage transformer and not cause the transformer to operate above its rated operating current or temperature.
4. Dimmer switches serving solid-state low-voltage transformers shall not affect the sound rating of the transformer and not cause lamp flicker at any point in the dimming range.
5. Control: Continuously adjustable slider with slide-to-off; with single-pole or three-way switching to suit connections.
6. Power Rating: 2000 W.

C. Fluorescent Lamp Dimmer Switches:

1. Manufacturers:
 - a. Hubbell Incorporated; Wiring Device-Kellems
 - b. Lutron.
 - c. Leviton.
2. Modular; single-pole, compatible with electronic dimming ballast provided with fluorescent light fixtures and rated for the specified load and voltage; trim potentiometer to adjust low-end dimming; dimmer-ballast combination capable of consistent dimming with low end not greater than 20 percent of full brightness.
3. Control: Continuously adjustable slider with pre-set; single-pole or three-way switching to suit connections.
4. Power rating: 1200 W.

2.6 WALL PLATES

A. Manufacturers:

1. Provide wall plates and corresponding wiring devices from same manufacturer.

B. Single and combination types to match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: 0.035-inch- thick, satin-finished stainless steel.
3. Material for Unfinished Spaces: Galvanized steel.
4. Material for Wet Locations: Gasketed Cast aluminum with spring-loaded lift cover, and listed and labeled for use in "wet locations."
 - a. Manufacturers:
 - 1) Red Dot Model CKSGV (cast aluminum), Thomas & Betts.

2.7 FLOOR SERVICE FITTINGS

- A. Manufacturers:
 - 1. Wiremold.
- B. Type: Modular, fully adjustable recessed-type, with services indicated suitable for wiring method used.
- C. Compartments: Provide barrier separating power from telecommunications cabling. Provide recessed-type floor service fittings with independent compartments and feed through wiring capability.
- D. Service Plate: Provide service plate type as indicated. Provide protective ring for flush service plates.
- E. Power Receptacle(s): NEMA WD 6, Configuration 5-20R Heavy-duty grade duplex receptacle, black finish, unless otherwise indicated.
- F. Telecommunications Outlet: Blank cover with bushed cable opening.

2.8 FINISHES

- A. Color:
 - 1. Wiring Devices Connected to Normal Power System: White at each school, unless otherwise indicated or required by NFPA 70.
 - 2. Wiring Devices Connected to Emergency Power System: Red.
 - 3. Wall Switches: White, unless otherwise indicated.
 - 4. Dimmer Switches: White, unless otherwise indicated.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Prior to installation of devices, verify wall openings are neatly cut and will be completely covered by wall plates, clean debris from outlet boxes and provide extension rings to bring outlet boxes flush with finished surface.
- C. Install devices and assemblies level, plumb, and square with building lines.
- D. Install wall dimmers to achieve full rating specified and indicated after derating for ganging according to manufacturer's written instructions.
- E. Arrangement of Devices:
 - 1. Coordinate locations of outlet boxes provided under Division 26 Section "Raceways and Boxes" to obtain mounting heights indicated on Drawings.
 - 2. Unless otherwise indicated, mount flush, with long dimension vertical, and with grounding terminal of receptacles on top.

3. Where multiple switches, dimmers, and/or occupancy sensors are adjacent to each other, provide a single cover plate. Custom fabricate, if required, for all combinations. Provide separate boxes or barriers as required for the application.
 4. Install horizontally mounted receptacles with grounding pole on the left.
 5. Install GFCI receptacles so that the "Push To Test" and "Reset" designations can be read correctly. If printed in both directions, install with ground pole on top.
 6. Install switches with OFF position down.
- F. Install cover plates on switch, receptacle, and blank outlets in finished areas.
 - G. Use oversized plates for outlets installed in masonry walls.
 - H. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.
 - I. Remove wall plates and protect devices and assemblies during painting.
 - J. Coordinate installation of access floor boxes with access floor system provided by Architectural trades.
 - K. Install properly oriented access floor boxes into cutouts in access floor tiles and secure to tiles per Manufacturer's instructions.
 - L. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.
 - M. Adjust devices and wall plates to be flush and level. Three corners of wall plates must be in contact with wall surfaces. Devices shall be solidly mounted against the box.

3.2 IDENTIFICATION

- A. Comply with Division 26 Section "Electrical Identification."
 1. Receptacles: Identify panelboard and circuit number from which served. Use adhesive label as specified in Division 26 Section "Electrical Identification" with black-filled lettering on back side of wall plate, and durable wire markers or tags inside outlet boxes.

3.3 CONNECTIONS

- A. Ground equipment according to Division 26 Section "Grounding and Bonding." Connect wiring device grounding terminal to outlet box with bonding jumper. Use of quick ground strap or screw is not acceptable.
- B. Connect wiring according to Division 26 Section "Conductors and Cables." Connect wiring devices by wrapping conductor around screw terminal or by using back wiring and tightening the screw securely.
- C. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.

3.4 FIELD QUALITY CONTROL

- A. Perform the following field tests and inspections and prepare test reports:

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1. Inspect each wiring device for defects.
 2. Operate each wall switch with circuit energized and verify proper operation.
 3. After installing wiring devices and after electrical circuitry has been energized, test each receptacle for proper polarity, ground continuity, and compliance with requirements.
 4. Test each GFCI receptacle for proper operation with both local and remote fault simulations according to manufacturer's written instructions.
- B. Remove malfunctioning units, replace with new units, and retest as specified above.

****END OF SECTION****

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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. Cartridge fuses rated 600 V and less for use in switches, switchboards, and controllers.

1.3 SUBMITTALS

- A. Product Data: Include the following for each fuse type indicated:

- 1. Dimensions and manufacturer's technical data on features, performance, electrical characteristics, and ratings.
- 2. Let-through current curves for fuses with current-limiting characteristics.
- 3. Time-current curves, coordination charts and tables, and related data.
- 4. Fuse size for elevator feeders and elevator disconnect switches.

- B. Ambient Temperature Adjustment Information: If ratings of fuses have been adjusted to accommodate ambient temperatures, provide list of fuses with adjusted ratings.

- 1. For each fuse having adjusted ratings, include location of fuse, original fuse rating, local ambient temperature, and adjusted fuse rating.
- 2. Provide manufacturer's technical data on which ambient temperature adjustment calculations are based.

- C. Operation and Maintenance Data: For fuses to include in emergency, operation, and maintenance manuals.
 - 1. In addition to items specified in Division 1 Section " Operation and Maintenance Data," include the following:
 - a. Let-through current curves for fuses with current-limiting characteristics.
 - b. Time-current curves, coordination charts and tables, and related data.
 - c. Ambient temperature adjustment information.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain fuses from a single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with:
 - 1. NEMA FU 1 – Low Voltage Cartridge Fuses.
 - 2. NFPA 70 – National Electrical Code.
 - 3. UL 198C – High-Interrupting-Capacity Fuses, Current-Limiting Types.
 - 4. UL 198E – Class R Fuses.
 - 5. UL 512 – Fuseholders.

1.5 PROJECT CONDITIONS

- A. Where ambient temperature to which fuses are directly exposed is less than 40 deg F or more than 100 deg F, apply manufacturer's ambient temperature adjustment factors to fuse ratings.

1.6 COORDINATION

- A. Coordinate fuse ratings with utilization equipment nameplate limitations of maximum fuse size.

1.7 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. Fuses: Quantity equal to 10% percent of each fuse type and size, but no fewer than 3 of each type and size.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Cooper Bussman, Inc.
 - 2. Eagle Electric Mfg. Co., Inc.; Cooper Industries, Inc.

3. Ferraz Shawmut, Inc.
4. Tracor, Inc.; Littelfuse, Inc. Subsidiary.

2.2 CARTRIDGE FUSES

- A. Characteristics: NEMA FU 1, nonrenewable cartridge fuse; class and current rating indicated; voltage rating consistent with circuit voltage.
 1. Service Entrance: Class L, time delay.
 2. Feeders: Class J, time delay.
 3. Motor Branch Circuits: Class RK5, time delay.
 4. Other Branch Circuits: Class J, time delay.

2.3 FLUORESCENT AND H.I.D. LIGHTING BALLAST FUSES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 1. Cooper Bussman, Inc. – GLR fuses with HLR holder.
 2. Tracor, Inc.; Littelfuse, Inc. Subsidiary – LGR fuses with LHR-000 holder.
 3. Ferraz Shawmut, Inc. – SLR fuses.
- B. Provide each fluorescent and HID lighting ballast with individual protection on the line side.
- C. Provide fuse and holder mounted within or as part of the fixture.
- D. Provide fuse size and type recommended by the fixture manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine utilization equipment nameplates and installation instructions. Install fuses of sizes and with characteristics appropriate for each piece of equipment.
- B. Evaluate ambient temperatures to determine if fuse rating adjustment factors must be applied to fuse ratings.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Fuses shall be shipped separately. Any fuses shipped installed in equipment, shall be replaced by the Electrical Contractor with new fuses as specified above prior to energization at no additional expense to Owner. All fuses shall be stored in moisture free packaging at job site and shall be installed immediately prior to energization of the circuit in which it is applied.
- B. Install fuses in fusible devices. Arrange fuses so rating information is readable without removing fuses.

3.3 IDENTIFICATION

- A. Install labels indicating fuse replacement information on inside door of each fused switch.

END OF SECTION

ENCLOSED SWITCHES AND CIRCUIT BREAKERS

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Related Sections include the following:
 - 1. Division 26 Section "Fuses".

1.2 SUMMARY

- A. This Section includes the following individually mounted, enclosed switches and circuit breakers:
 - 1. Fusible switches.
 - 2. Nonfusible switches.
 - 3. Molded-case circuit breakers.
 - 4. Molded-case switches.
 - 5. Enclosures.

1.3 DEFINITIONS

- A. GD: General duty.
- B. GFCI: Ground-fault circuit interrupter.
- C. HD: Heavy duty.
- D. RMS: Root mean square.
- E. SPDT: Single pole, double throw.

1.4 REFERENCES

- A. NECA 1: Practices for Good Workmanship in Electrical Contracting.
- B. NETA ATS: Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. NEMA 250: Enclosures for Electrical Equipment (1000 Volts Maximum).
- D. NEMA AB 1: Molded Case Circuit Breakers and Molded Case Switches.
- E. NEMA FU 1: Low Voltage Cartridge Fuses.
- F. NEMA KS 1: Enclosed and Miscellaneous Distribution Equipment Switches (600 Volts Maximum).
- G. NEMA PB1.1: General Instructions for Proper Installation, Operation, and Maintenance of Panelboards Rated 600 Volts or Less.
- H. NEMA PB2.1: General Instructions for Proper Installation, Operation, and Maintenance of Deadfront Switchboards Rated 600 Volts or Less.
- I. NFPA 70: National Electrical Code.

1.5 SUBMITTALS

- A. Product Data: For each type of enclosed switch, circuit breaker, accessory, and component indicated. Include dimensioned elevations, sections, weights, and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
 - 1. Enclosure types and details for types other than NEMA 250, Type 1.
 - 2. Current and voltage ratings.
 - 3. Short-circuit current rating.
 - 4. UL listing for series rating of installed devices.
 - 5. Features, characteristics, ratings, and factory settings of individual overcurrent protective devices and auxiliary components.
- B. Shop Drawings: Diagram power, signal, and control wiring.

- C. Manufacturer Seismic Qualification Certification: Submit certification that enclosed switches and circuit breakers, accessories, and components will withstand seismic forces defined in Division 26 Section "Vibration and Seismic Controls for Electrical Systems." Include the following:
1. Basis of Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation.
 - a. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."
 - b. The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified and the unit will be fully operational after the seismic event."
 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.
- D. Qualification Data: For testing agency.
- E. Field quality-control test reports including the following:
1. Test procedures used.
 2. Test results that comply with requirements.
 3. Results of failed tests and corrective action taken to achieve test results that comply with requirements.
- F. Manufacturer's field service report.
- G. Operation and Maintenance Data: For enclosed switches and circuit breakers to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Closeout Procedures," include the following:
1. Manufacturer's written instructions for testing and adjusting enclosed switches and circuit breakers.
 2. Time-current curves, including selectable ranges for each type of circuit breaker.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: An independent agency, with the experience and capability to conduct the testing indicated, that is a member company of the InterNational Electrical Testing Association or is a nationally recognized testing laboratory (NRTL) as defined by OSHA in 29 CFR 1910.7, and that is acceptable to authorities having jurisdiction.
1. Testing Agency's Field Supervisor: Person currently certified by the InterNational Electrical Testing Association to supervise on-site testing specified in Part 3.

- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- C. Comply with NFPA 70.
- D. Product Selection for Restricted Space: Drawings indicate maximum dimensions for enclosed switches and circuit breakers, including clearances between enclosures, and adjacent surfaces and other items. Comply with indicated maximum dimensions.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Rate equipment for continuous operation under the following conditions, unless otherwise indicated:
 - 1. Ambient Temperature: Not less than minus 22 deg F and not exceeding 104 deg F.
 - 2. Altitude: Not exceeding 6600 feet.

1.8 COORDINATION

- A. Coordinate layout and installation of switches, circuit breakers, and components with other construction, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.9 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. Spares: For the following:
 - a. Potential Transformer Fuses: 2 of each size and type.
 - b. Control-Power Fuses: 2 of each size and type
 - c. Fuses for Fusible Switches: Equal to 10 percent of amount installed for each size and type, but no fewer than 3 of each size and type.

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. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 FUSIBLE AND NONFUSIBLE SWITCHES

- A. Manufacturers:
 - 1. Square D (base bid – bid price shall include Square D equipment).

- B. Fusible Switch: NEMA KS 1, quick make, quick-break load interrupter enclosed knife switch Type HD, with clips or bolt pads to accommodate specified fuses, externally operable lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- C. Nonfusible Switch: NEMA KS 1, quick make, quick-break load interrupter enclosed knife switch Type HD, externally operable lockable handle with capability to accept two padlocks, and interlocked with cover in closed position.
- D. Double Throw Safety Switch (Manual Transfer Switch): U. L. listed and suitable for use in accordance with Article 702 of the National Electrical Code. Designed for manual transfer of loads from one supply to another. Three pole with solid neutral. Externally operable handle padlockable in either position. Provide pad lock and two sets of keys.
- E. Accessories:
 - 1. Provide early break auxiliary contacts in motor disconnect switches for motors that are fed from variable frequency controllers.
 - 2. Equipment Ground Kit: Internally mounted and labeled for copper and aluminum ground conductors.
 - 3. Neutral Kit: Internally mounted; insulated, capable of being grounded, and bonded; and labeled for copper and aluminum neutral conductors.
 - 4. Auxiliary Contact Kit: Auxiliary set of contacts arranged to open before switch blades open.
 - 5. Switch shall be Service Entrance rated.

2.3 TOGGLE DISCONNECT SWITCH

- A. Manufacturers:
 - 1. Double Pole:
 - a. Hubbell 1372.
 - b. Leviton 6808G-DAC.
 - c. Pass & Seymour 7812.
 - d. Bryant 30102.
 - 2. Three Pole:
 - a. Hubbell 1379.
 - b. Leviton 7810GD.
 - c. Pass & Seymour 7813.
 - d. Bryant 30103.
- B. Description: Heavy duty, 30A, 600 volt, double or three pole as required, single throw, motor rated switch without overload protection. Provide NEMA 1 enclosure and padlock attachment.

2.4 MOLDED-CASE CIRCUIT BREAKERS

- A. Manufacturers:
 - 1. Square D/Group Schneider (base bid – bid price shall include Square D equipment).

- B. Molded-Case Circuit-Breaker Features and Accessories: Standard frame sizes, trip ratings, and number of poles.
 - 1. Lugs: Mechanical style suitable for number, size, trip ratings, and conductor material.
 - 2. Application Listing: Type SWD for switching fluorescent lighting loads; Type HACR for heating, air-conditioning, and refrigerating equipment.
 - 3. Enclosure: Provide handle capable of being locked in the open position with padlock.

2.5 ENCLOSURES

- A. NEMA AB 1 and NEMA KS 1 to meet environmental conditions of installed location.
 - 1. Indoor Dry Locations: NEMA 250, Type 1.
 - 2. Outdoor Locations: NEMA 250, Type 3R.
 - 3. Kitchen Areas: NEMA 250, Type 4X, stainless steel.
 - 4. Other Wet or Damp Indoor Locations: NEMA 250, Type 4.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine elements and surfaces to receive enclosed switches and circuit breakers for compliance with installation tolerances and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 CONCRETE BASES

- A. Coordinate size and location of concrete bases. Verify structural requirements with structural engineer.
- B. Concrete base is specified in Division 26 Section "Hangers and Supports for Electrical Systems," and concrete materials and installation requirements are specified in Division 3.

3.3 INSTALLATION

- A. Comply with applicable portions of NECA 1, NEMA PB 1.1, and NEMA PB 2.1 for installation of enclosed switches and circuit breakers.
- B. Mount individual wall-mounting switches and circuit breakers with tops at uniform height, unless otherwise indicated. Anchor floor-mounting switches to concrete base.
- C. Comply with mounting and anchoring requirements specified in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
- D. Install switches with off position down.
- E. Install NEMA KS 1 enclosed switch where indicated for motor loads $\frac{1}{2}$ HP and larger and equipment loads greater than 30A.

- F. Install toggle disconnect switch, surface mounted, where indicated for motor loads less than ½ HP and equipment loads 30A. and less.
- G. Install fuses in fusible disconnect switches.
- H. Install flexible liquid tight conduit from toggle disconnect switch to portable equipment. Leave a 6'-0" (1830 mm) whip.
- I. Install flexible liquid tight conduit from toggle disconnect switch to stationary equipment.
- J. Install control wiring from early break contacts in motor disconnect switch to variable frequency controllers to shut down controller when switch is open.
- K. Install equipment on exterior foundation walls at least one inch (25 mm) from wall to permit vertical flow of air behind breaker and switch enclosures.
- L. Support enclosures independent of connecting conduit or raceway system.
- M. Temporary Lifting Provisions: Remove temporary lifting eyes, channels, and brackets and temporary blocking of moving parts from enclosures and components.

3.4 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs as specified in Division 26 Section "Electrical Identification."
- B. Enclosure Nameplates: Label each enclosure with engraved metal or laminated-plastic nameplate as specified in Division 26 Section "Electrical Identification."
- C. Provide adhesive label as specified in Division 26 Section "Electrical Identification" on inside door of each switch indicating UL fuse class and size for replacement.

3.5 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust field-assembled components and equipment installation, including connections, and to assist in field testing. Report results in writing.
- B. Prepare for acceptance testing as follows:
 - 1. Inspect mechanical and electrical connections.
 - 2. Verify switch and relay type and labeling verification.
 - 3. Verify rating of installed fuses.
 - 4. Inspect proper installation of type, size, quantity, and arrangement of mounting or anchorage devices complying with manufacturer's certification.
- C. Testing Agency: Engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- D. Perform the following field tests and inspections and prepare test reports:

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BREAKERS

1. Test mounting and anchorage devices according to requirements in Division 26 Section "Vibration and Seismic Controls for Electrical Systems."
2. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.5 for switches. Certify compliance with test parameters.
3. Perform each electrical test and visual and mechanical inspection stated in NETA ATS, Section 7.6 for molded-case circuit breakers. Test all NEMA AB1, molded case circuit breakers with thermal magnetic trip or auxiliary, solid-state trip units 100A and larger. Certify compliance with test parameters.
 - a. Visual and Mechanical Inspection
 - 1) Circuit breaker shall be checked for proper mounting and compare nameplate data to Drawings and Specifications.
 - 2) Operate circuit breaker to ensure smooth operation.
 - 3) Inspect case for cracks or other defects.
 - 4) Check internals on unsealed units.
 - b. Electrical Tests
 - 1) Perform a contact resistance test.
 - 2) Perform an insulation resistance test at 1000 volts dc from pole-to-pole and from each pole-to-ground with breaker closed and across open contacts of each phase.
 - 3) Perform long time delay time-current characteristic tests by passing three hundred percent (300%) rated current through each pole separately. Record trip time. Make external adjustments as required to meet time current curves.
 - 4) Determine short time pickup and delay by primary current injection.
 - 5) Determine ground fault pickup and time delay by primary current injection.
 - 6) Determine instantaneous pickup current by primary injection using run-up or pulse method.
 - 7) Perform adjustments for final settings in accordance with coordination study.
 - 8) For circuit breakers 800A and larger, verify all functions of trip unit by means of secondary injection in lieu of primary injection.
 - c. Test Values
 - 1) Compare contact resistance or millivolt drop values to adjacent poles and similar breakers. Investigate deviations of more than fifty percent (50%). Investigate any value exceeding manufacturer's recommendations.
 - 2) Insulation resistance shall not be less than 100 megohms.
 - 3) Trip characteristic of breakers shall fall within manufacturer's published time-current characteristic tolerance band, including adjustment factors.
 - 4) All trip times shall fall within N.E.T.A. Acceptance Testing Specifications, Table 10.7 Circuit breakers exceeding specified trip time at three hundred percent (300%) of pickup shall be tagged defective.
 - 5) Instantaneous pickup values shall be within values shown on N.E.T.A. Acceptance Testing Specifications, Table 10.8 or manufacturer's recommendations.
4. Correct malfunctioning units on-site, where possible, and retest to demonstrate compliance; otherwise, replace with new units and retest.

3.6 ADJUSTING

- A. Set field-adjustable switches and circuit-breaker trip and time delay settings to values as instructed by the Engineer.

3.7 CLEANING

- A. On completion of installation, vacuum dirt and debris from interiors; do not use compressed air to assist in cleaning.
- B. Inspect exposed surfaces and repair damaged finishes.

****END OF SECTION****

INTERIOR LIGHTING

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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. Interior lighting fixtures with lamps and ballasts.
- 2. Lighting fixtures mounted on exterior building surfaces.
- 3. Emergency lighting units.
- 4. Exit signs.
- 5. Accessories, including lighting fixture retrofitting.

- B. Related Sections include the following:

1. Division 26 Section "Wiring Devices" for manual wall-box dimmers for incandescent lamps.
2. Division 26 Section "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

1.3 DEFINITIONS

- A. BF: Ballast factor. Ratio of light output of a given lamp(s) operated by the subject ballast to the light output of the same lamp(s) when operated on an ANSI reference circuit.
- B. CRI: Color rendering index.
- C. CU: Coefficient of utilization.
- D. LER: Luminaire efficiency rating, which is calculated according to NEMA LE 5. This value can be estimated from photometric data using the following formula:
 1. LER is equal to the product of total rated lamp lumens times BF times luminaire efficiency, divided by input watts.
- E. RCR: Room cavity ratio.

1.4 SUBMITTALS

- A. Submit under provisions of Section 26 0010.
- B. Product Data: For each type of lighting fixture scheduled, arranged in order of fixture designation. Submit as one package, bound together. Include data on features, accessories, finishes, and the following:
 1. Physical description of fixture, including dimensions and verification of indicated parameters.
 2. Emergency lighting unit battery and charger.
 3. Fluorescent and high-intensity-discharge ballasts.
 4. Air and Thermal Performance Data: For air-handling fixtures. Furnish data required in "Submittals" Article in Division 23 Section "Diffusers, Registers, and Grilles."
 5. Sound Performance Data: For air-handling fixtures. Indicate sound power level and sound transmission class in test reports certified according to standards specified in Division 15 Section "Diffusers, Registers and Grilles."
 6. Lamps.
 7. Photometric performance data.
- C. Shop Drawings: Show details of nonstandard or custom fixtures. Indicate dimensions, weights, methods of field assembly, components, features, and accessories.
- D. Wiring Diagrams: Power, signal, and control wiring.
- E. Coordination Drawings: Reflected ceiling plan(s) and other details, drawn to scale, on which the following items are shown and coordinated with each other, based on input from installers of the items involved:

1. Suspended ceiling components.
 2. Structural members to which lighting-fixture suspension systems will be attached.
 3. Other items in finished ceiling, including the following:
 - a. Air outlets and inlets.
 - b. Speakers.
 - c. Sprinklers.
 - d. Access panels.
 4. Perimeter moldings.
- F. Samples for Verification: For interior lighting fixtures designated for sample submission in the Interior Lighting Fixture Schedule.
1. Lamps: Specified units installed.
 2. Ballast: 120-V models of specified ballast types.
 3. Accessories: Cords and plugs.
- G. Product Certificates: For each type of ballast for dimmer-controlled fixtures, signed by product manufacturer.
- H. Source quality-control test reports.
- I. Field quality-control test reports.
- J. Operation and Maintenance Data: For lighting equipment and fixtures to include in emergency, operation, and maintenance manuals. In addition to items specified in Division 1 Section "Operation and Maintenance Data," include the following:
1. Catalog data for each fixture. Include the diffuser, ballast, and lamps installed in that fixture.
- K. Warranties: Special warranties specified in this Section.
- 1.5 QUALITY ASSURANCE
- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- B. Comply with:
1. NFPA 70 - National Electrical Code.
 2. NECA/IESNA 500-1998 – Recommended Practice for Installing Indoor Commercial Lighting Systems.
 3. NECA/IESNA 502-1999 – Recommended Practice for Installing Industrial Lighting Systems.
 4. Resource Conservation and Recovery Act (RCRA), May 1994.
 5. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
 6. Code of Federal Regulations (47 CFR 37342).

7. Michigan Department of State Police, Fire Marshall Division Policy Number 11-06 "Plastic Materials as Interior Finishes" pertaining to the use of plastic lenses in lighting fixtures for health care facilities.
 8. Michigan Department of Community Industry Services requirements that all lamps shall be protected from breakage. Exposed lamps are not acceptable.
- C. FMG Compliance: Fixtures for hazardous locations shall be listed and labeled for indicated class and division of hazard by FMG.
- D. NFPA 101 Compliance: Comply with visibility and luminance requirements for exit signs.
- 1.6 COORDINATION
- A. Coordinate layout and installation of lighting fixtures and suspension system with other construction that penetrates ceilings or is supported by them, including HVAC equipment, fire-suppression system, and partition assemblies.
- 1.7 WARRANTY
- A. Special Warranty for Emergency Lighting Unit Batteries: Manufacturer's standard form in which manufacturer of battery-powered emergency lighting unit agrees to repair or replace components of rechargeable batteries that fail in materials or workmanship within specified warranty period.
1. Warranty Period: 10 years from date of Substantial Completion at each project. Full warranty shall apply for first year, and prorated warranty for the remaining nine years.
- B. Special Warranty for Fluorescent Ballasts: Manufacturer's standard form in which ballast manufacturer agrees to repair or replace ballasts that fail in materials or workmanship within specified warranty period.
1. Warranty Period for Electronic Ballasts: Five years from date of Substantial Completion at each project.
- C. Manufacturer's Special Warranty for T8 Fluorescent Lamps: Manufacturer's standard form, made out to Owner and signed by lamp manufacturer agreeing to replace lamps that fail in materials or workmanship, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
1. Warranty Period: One year from date of Substantial Completion at each project.
- 1.8 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. Lamps: 20 of each type and rating installed.
 2. Plastic Diffusers and Lenses: 6 of each type and rating installed.
 3. Fluorescent Emergency Battery Units: 3 of each type and rating installed.
 4. Ballasts: 6 of each type and rating installed.

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 FIXTURES AND COMPONENTS, GENERAL

- A. Recessed Fixtures: Comply with NEMA LE 4 for ceiling compatibility for recessed fixtures.
- B. Incandescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5A.
- C. Fluorescent Fixtures: Comply with UL 1598. Where LER is specified, test according to NEMA LE 5 and NEMA LE 5A as applicable.
- D. HID Fixtures: Comply with UL 1572. Where LER is specified, test according to NEMA LE 5B.
- E. Metal Parts: Free of burrs and sharp corners and edges.
- F. Sheet Metal Components: Steel, unless otherwise indicated. Form and support to prevent warping and sagging.
- G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
- H. Reflecting surfaces shall have minimum reflectance as follows, unless otherwise indicated:
1. White Surfaces: 85 percent.
 2. Specular Surfaces: 83 percent.
 3. Diffusing Specular Surfaces: 75 percent.
 4. Laminated Silver Metallized Film: 90 percent.
- I. Plastic Diffusers, Covers, and Globes:
1. Acrylic Lighting Diffusers: 100 percent virgin acrylic plastic. High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 - a. Lens Thickness: At least 0.125 inch minimum unless different thickness is scheduled.
 - b. UV stabilized.
 2. Glass: Annealed crystal glass, unless otherwise indicated.
- J. Electromagnetic-Interference Filters: A component of fixture assembly. Suppress conducted electromagnetic-interference as required by MIL-STD-461D. Fabricate lighting fixtures with one filter on each ballast indicated to require a filter.

- K. Air-Handling Fluorescent Fixtures: For use with plenum ceiling for air return and heat extraction and for attaching an air-diffuser-boot assembly specified in Division 15 Section "Diffusers, Registers, and Grilles."
1. Air Supply Units: Slots in one or both side trims join with air-diffuser-boot assemblies.
 2. Heat Removal Units: Air path leads through lamp cavity.
 3. Combination Heat Removal and Air Supply Unit: Heat is removed through lamp cavity at both ends of the fixture door with air supply same as for air supply units.
 4. Dampers: Operable from outside fixture for control of return-air volume.
 5. Static Fixtures: Air supply slots are blanked off, and fixture appearance matches active units.
- L. General: Install ballasts, lamps, and specified accessories at factory. Replace and install any damaged lamps on project site.

2.3 LIGHTING FIXTURES

- A. As indicated on the drawings.

2.4 FLUORESCENT LAMP BALLASTS

- A. Description: Include the following features, unless otherwise indicated:
1. Designed for type and quantity of lamps indicated at full light output except for emergency lamps powered by in-fixture battery-packs.
 2. Externally fused with slow-blow type rated between 2.65 and 3.0 times the line current.
- B. Program rapid start electronic ballasts for linear lamps shall include the following features, unless otherwise indicated:
1. Products:
 - a. Advance.
 - b. Universal Lighting.
 2. Comply with NEMA C82.11.
 3. Ballast Type: Programmed rapid start, unless otherwise indicated.
 4. Programmed Start: Ballasts with two-step lamp starting to extend life of frequently started lamps.
 5. Sound Rating: A.
 6. Total harmonic distortion rating of less than 10 percent according to NEMA C82.11. Input current third harmonic content shall not exceed 10%.
 7. Lamp end-of-life detection and shutdown circuit.
 8. Transient Voltage Protection: IEEE C62.41, Category A.

9. Operating Frequency: 25 kHz or higher, and operate without visible flicker.
 10. Lamp Current Crest Factor: Less than 1.7.
 11. Parallel Lamp Circuits: Multiple lamp ballasts connected to maintain full light output on surviving lamps if one or more lamps fail.
 12. Power factor shall be 90% minimum.
 13. Ballast factor shall be .875 to 1.00.
- C. Electromagnetic ballasts for linear lamps shall have the following features, unless otherwise indicated:
1. Products:
 - a. Advance.
 - b. Universal Lighting Technologies.
 2. Comply with NEMA C82.1.
 3. Type: Energy-saving, high power factor, Class P, automatic-reset thermal protection.
 4. Ballast Manufacturer Certification: Indicated by label.
 5. Provide lamp end-of-life detection and shutdown circuit for T5 diameter lamps.
 6. Provide ballast suitable for lamps specified.
 7. Ballast shall not exceed sound level above Class A.
- D. Ballasts for dimmer-controlled fixtures shall comply with general and fixture-related requirements above for electronic ballasts and the following features:
1. Products:
 - a. Advance: Mark 10.
 - b. Lutron.
 2. Dimming Range: 100 to 5 percent of rated lamp lumens.
 3. Ballast Input Watts: Can be reduced to 20 percent of normal.
 4. Compatibility: Certified by manufacturer for use with specific dimming system indicated.
 5. Provide ballast suitable for specified lamp type.
- E. Ballasts for Low-Temperature Environments:
1. Temperatures 0 deg F and Higher: Electronic or electromagnetic type rated for 0 deg F minus 17 deg C starting temperature.
 2. Temperatures Minus 20 deg F (Minus 29 deg C) and Higher: Electromagnetic type designed for use with high-output lamps.

- F. Ballasts for Low Electromagnetic-Interference Environments: Comply with 47 CFR, Chapter 1, Part 18, Subpart C, for limitations on electromagnetic and radio-frequency interference for consumer equipment.

2.5 EXIT SIGNS

- A. General: Comply with UL 924; for sign colors and lettering size, comply with authorities having jurisdiction.
- B. Internally Lighted Signs:
 - 1. Lamps for AC Operation: Incandescent, 2 for each fixture, 50,000 hours of rated lamp life.
 - 2. Lamps for AC Operation: Fluorescent, 2 for each fixture, 20,000 hours of rated lamp life.
 - 3. Lamps for AC Operation: Light-emitting diodes, 70,000 hours minimum of rated lamp life.
 - 4. Additional Lamps for DC Operation: Two minimum, bayonet-base type, for connection to external dc source.
- C. Self-Powered Exit Signs (Battery Type): Integral automatic charger in a self-contained power pack.
 - 1. Battery: Sealed, maintenance-free, nickel-cadmium type with special warranty.
 - 2. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - 3. Operation: Relay automatically energizes lamp from battery when circuit voltage drops to 80 percent of nominal voltage or below. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
- D. Provide edge lit signs with a mirror plaque background.

2.6 EMERGENCY LIGHTING UNITS

- A. General: Self-contained units complying with UL 924.
 - 1. Battery: Sealed, maintenance-free, lead-acid type with minimum 10-year nominal life and special warranty.
 - 2. Charger: Fully automatic, solid-state type with sealed transfer relay.
 - 3. Operation: Relay automatically turns lamp on when power supply circuit voltage drops to 80 percent of nominal voltage or below. Lamp automatically disconnects from battery when voltage approaches deep-discharge level. When normal voltage is restored, relay disconnects lamps from battery, and battery is automatically recharged and floated on charger.
 - 4. Wire Guard: Where indicated, heavy-chrome-plated wire guard protects lamp heads or fixtures.
 - 5. Integral Time-Delay Relay: Holds unit on for fixed interval when power is restored after an outage; time delay permits high-intensity-discharge lamps to restrike and develop adequate output.

2.7 FLUORESCENT EMERGENCY BATTERY UNITS

- A. Internal Type: Self-contained, modular, battery-inverter unit factory mounted within fixture body. Comply with UL 924.
1. Emergency Connection: Operate one fluorescent lamp continuously. Connect unswitched circuit to battery-inverter unit and switched circuit to fixture ballast.
 2. Night Light Connection: Emergency Light Fixtures shall NOT be connected as Night Lights.
 3. Test Switch and Light-Emitting-Diode Indicator Light: Visible and accessible without opening fixture or entering ceiling space. Install remote test switch and plate in adjacent ceiling tile.
 4. Battery: Sealed, maintenance-free, nickel-cadmium type with minimum seven-year nominal life.
 5. Charger: Fully automatic, solid-state, constant-current type.
 6. Lamp Ratings:

<u>Lamp Type</u>	<u>Minimum Lumen Output (two lamps)</u>
F28T8	1400
F54T5HO	1400
 7. Universal transformer to operate at 120 volt or 277 volt.
 8. Products, linear fluorescent:
 - a. Lithonia PS1400 (with quick disconnect).
 - b. Equal by Bodine, Dual Lite or Iota (with quick disconnect that matches the Lithonia PS1400). Do not bid if quick disconnect is not identical to the Lithonia PS1400.

2.8 EMERGENCY LOAD TRANSFER DEVICE

- A. Manufacturers:
1. Nine-24, Inc.: BLTC Series.
 2. Bodine GTD Series.
 3. Dual Lite.
 4. LVS.
 5. Side-Lite.
- B. Description: Localized load transfer switch to sense normal presence of normal power for switched circuits and switch luminaire over to emergency source upon loss of normal source. Device shall be installed integral to luminaire or mounted remotely as application required.
- C. U.L. 924 Listed.
- D. Integral test switch and indicating lamps to indicate status.

2.9 FLUORESCENT LAMPS

- A. Low-Mercury Lamps: Comply with Federal toxic characteristic leaching procedure test, and yield less than 0.2 mg of mercury per liter, when tested according to NEMA LL 1.
- B. T5HO rapid start low-mercury lamps, rated 54 W maximum, nominal length of 45.2 inches 1148 mm, 4600 initial lumens (minimum), CRI greater than 80, color temperature 4100 K, and average rated life of 30,000 hours, unless otherwise indicated.
- C. **T8 rapid-start low-mercury lamps, rated 28 W maximum, 2650 initial lumens (minimum), CRI of 80 (minimum), color temperature of 4100 K, and average rated life of 80,000 hours at 3 hours operation per start, unless otherwise indicated.**
- D. T8 rapid-start low-mercury lamps, rated 17 W maximum, nominal length of 24 inches 610 mm, 1300 initial lumens (minimum), CRI of 80 (minimum), color temperature of 4100 K, and average rated life of 60,000 hours at 3 hours operation per start, unless otherwise indicated
- E. Fluorescent Lamp Manufacturers:
 - 1. Osram Sylvania.
 - 2. General Electric.
 - 3. Philips.

2.10 FIXTURE SUPPORT COMPONENTS

- A. Comply with Division 26 Section "Electrical Supports" for channel- and angle-iron supports and nonmetallic channel and angle supports.
- B. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as fixture.
- C. Twin-Stem Hangers: Two, 1/2-inch steel tubes with single canopy designed to mount a single fixture. Finish same as fixture.
- D. Wires: ASTM A 641/A 641M, Class 3, soft temper, zinc-coated, 12 gage.
- E. Wires For Humid Spaces: ASTM A 580/A 580M, Composition 302 or 304, annealed stainless steel, 12 gage.
- F. Rod Hangers: 3/16-inch- minimum diameter, cadmium-plated, threaded steel rod.
- G. Hook Hangers: Integrated assembly matched to fixture and line voltage and equipped with threaded attachment, cord, and locking-type plug.
- H. Aircraft Cable Support: Use cable, anchorages, and intermediate supports recommended by fixture manufacturer.

2.11 FINISHES

- A. Fixtures: Manufacturers' standard, unless otherwise indicated.
 - 1. Paint Finish: Applied over corrosion-resistant treatment or primer, free of defects.
 - 2. Metallic Finish: Corrosion resistant.

2.12 FLUORESCENT FIXTURE RETROFIT MATERIALS

- A. Comply with UL 1598 listing requirements.
 - 1. Reflector Kit: UL 1598, Type I. Suitable for two- to four-lamp, surface-mounted or recessed lighting fixtures by improving reflectivity of fixture surfaces. No electrical parts are to be changed.
 - 2. Ballast and Lamp Change Kit: UL 1598, Type II. Suitable for changing existing ballast, lamps, and sockets as scheduled.

2.13 SOURCE QUALITY CONTROL

- A. Provide services of a qualified, independent testing and inspecting agency to factory test fixtures with ballasts and lamps; certify results for electrical ratings and photometric data.
- B. Factory test fixtures with ballasts and lamps; certify results for electrical ratings and photometric data.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturers instructions.
- B. Locate recessed ceiling luminaires as indicated on reflected ceiling plan.
- C. Fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture.
- D. Support for Fixtures in or on Grid-Type Suspended Ceilings: Use grid for support.
 - 1. Install a minimum of four ceiling support system rods or wires for each fixture. Locate not more than 6 inches from fixture corners.
 - 2. Support Clips: Fasten to fixtures and to ceiling grid members at or near each fixture corner with clips that are UL listed for the application.
 - 3. Fixtures of Sizes Less Than Ceiling Grid: Install as indicated on reflected ceiling plans or center in acoustical panel, and support fixtures independently with at least two 3/4-inch metal channels spanning and secured to ceiling tees.
- E. Support luminaires independent of ceiling framing. Support recessed grid luminaires from two opposite corners directly to structure. Wire or rod shall have breaking strength of the weight of fixture at a safety factor of 3.
- F. Exposed Grid Ceilings: Support surface mounted luminaires on grid ceiling directly from building structure.
- G. Install recessed luminaires to permit removal from below.
- H. Install recessed luminaires using accessories and firestopping materials to meet regulatory requirements for fire rating.
- I. Suspended Fixture Support: As follows:
 - 1. Install suspended luminaires and exit signs using pendants supported from swivel hangers except where noted to use chain hangers. Provide pendant length required to suspend luminaire at indicated height.

2. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 3. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 4. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.
 5. Continuous Rows: Suspend from cable.
- J. Air-Handling Fixtures: Install with dampers closed and ready for adjustment.
- K. Adjust aimable fixtures to provide required light intensities.
- L. Install surface mounted luminaires and exit signs plumb and adjust to align with building lines and with each other. Secure to prohibit movement.
- M. Where fluorescent fixtures are shown with dual switches, connect all inner lamps to one switch and all outer lamps to the other switch. Dim the inner lamps where a dimmer switch is shown.
- N. Connect night light fixtures and emergency lighting fixtures to the hot (unswitched) side of lighting circuits.
- O. Provide green grounding conductors back to the panel ground for lighting circuits. Raceways shall not be used as grounding conductors.
- P. Fixtures shall have their exterior labels removed and shall be thoroughly cleaned. Non-functioning lamps shall be replaced.
- Q. Mount fluorescent emergency lighting battery packs in accordance with the manufacturer's instructions. Locate the remote test/monitor modules identically so that they are visible and they form a straight line when viewed from the end of the corridor or room. Where a suspended ceiling exists, center the modules in adjacent ceiling tiles.
- R. Mount sealed beam emergency lighting units where shown and aim their lamps to light the egress path as uniformly as possible.
- 3.2 CONNECTIONS
- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A and UL 486B.
 - B. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.
 - C. Bond products and metal accessories to branch circuit equipment grounding conductor.
 - D. Connect luminaires to branch circuit outlet boxes provided under Section 16130 using 1/2" flexible conduit.
- 3.3 FIELD QUALITY CONTROL
- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
 - B. Examine each luminaire to determine suitability for lamps specified.
 - C. Verify normal operation of each fixture after installation.

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- D. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify normal transfer to battery power source and retransfer to normal.
- E. Prepare a written report of tests, inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.
- F. Corroded Fixtures: During warranty period, replace fixtures that show any signs of corrosion.
- G. Check for variance in lamp color temperature throughout project.
- H. Spot check for lamp output level from start up through 10 minute duration and make rotation.
- I. All fluorescent and H.I.D. lamps shall be allowed to run a minimum of 100 hours, continuously, prior to punchlist or any dimming.
- J. A visual inspection shall be performed to verify cleanliness and alignment of the fixtures, misalignment and light leaks shall be corrected, and rattles due to ventilation system vibration shall be eliminated.

3.4 ADJUSTING

- A. Aim and adjust luminaires as directed by the Architect/Engineer.
- B. Adjust exit sign directional arrows as indicated on Drawings.
- C. Relamp luminaires that have failed lamps at Substantial Completion.
- D. Adjust all "low end trim" settings of dimming switches prior to punchlist.
- E. Adjust and calibrate all dimming system controls until the system works as designed. Contact the Architect/Engineer when dimming is complete and demonstrate operation to owner's representative and Architect/Engineer.

3.5 CLEANING

- A. Clean electrical parts to remove conductive and deleterious materials.
- B. Remove dirt and debris from enclosures and lenses.
- C. Clean photometric control surfaces as recommended by manufacturer.
- D. Clean finishes and touch up damage.

****END OF SECTION****

FIRE ALARM

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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 work of this section.
- B. Related Sections include the following:
 - 1. Division 26 Section "Electrical General Requirements."

1.2 SECTION INCLUDES

- A. Fire alarm and smoke detection systems. This section intends to describe a Protected Premises Fire Alarm System. The control panel shall be intelligent device addressable, analog detecting, low voltage and modular with multiplex communication techniques, in full compliance with all

applicable codes and guidelines. The features and system capacities contained in this specification shall be furnished as part of this project.

- B. The system as described shall be installed, tested, and delivered to the Owner in first class condition. The system shall include all the required hardware and software to accomplish the requirements of this specification and the contract documents, whether or not specifically itemized herein.
- C. All equipment furnished shall be new and include the latest state of the art products from a single manufacturer, engaged in the manufacturing and sale of fire detection devices for over ten years. The equipment manufacturer shall have an installed base of existing systems as a reference.

1.3 REFERENCES

- A. NFPA 72 - National Fire Alarm Code.
- B. NFPA 101 - Life Safety Code.
- C. U.L. 1971 - Standard for Safety Signaling Devices for the Hearing Impaired.

1.4 REGULATORY REQUIREMENTS

- A. System: UL (FPED) and FM listed.
- B. Conform to requirements of NFPA 101.
- C. A.D.A. Federal guidelines.
- D. Conform to State of Michigan Fire Code.
- E. Conform to International Building Code.

1.5 SUMMARY

- A. The Fire Alarm System shall consist of all necessary hardware equipment and software programming to perform the following functions:
 - 1. Fire Alarm and Detection Operations.
 - 2. Remote Monitoring of Sprinkler Systems.
 - 3. Remote Manual and Automatic Control of all Door Hold-open Devices, and other auxiliary functions indicated on the drawings.

1.6 SYSTEM DESCRIPTION

- A. General: Complete, zoned, noncoded, addressable, microprocessor-based fire detection and alarm system with manual and automatic alarm initiation, addressable analog initiating devices, and automatic alert.
- B. The fire alarm system shall allow for loading and editing special instructions and operating sequences as required. The system shall be capable of on-site programming to accommodate

system expansion and facilitate changes in operation. All software operations shall be stored in a non-volatile programmable memory within the fire alarm control panel (FACP).

- C. Resident software shall allow for full configuration of initiating circuits so that additional hardware shall not be necessary to accommodate future changes.
- D. Resident software shall allow for configuration of notification appliance and control circuits so that additional hardware shall not be necessary to accommodate changes.
- E. The system shall have the capability of recalling alarms and trouble conditions in chronological order for the purpose of recreating an event history.
- F. Signal Transmission: Notification appliance circuits shall be NFPA Style Y, Class B. Signaling line circuits shall be NFPA Style 4, Class B.
- G. Data Communication Transmission Between Control Units: Style 7, Class A.

1.7 SYSTEM FUNCTIONS

- A. Signal Initiation: The manual or automatic operation of an alarm-Initiating or supervisory-operating device shall cause the FACP to transmit an appropriate signal including:
 - 1. General alarm.
 - 2. System trouble.
 - 3. Valve tamper supervisory.
 - 4. Door release.
 - 5. Fan shutdown.
 - 6. Release electrically held door locks.
 - 7. A general alarm shall be initiated by:
 - 8. Water-flow alarm switch operation.
 - 9. Smoke detection. Alarm verification is required for all smoke detector zones.
 - 10. Manual station operation.
 - 11. Heat detector operation.
- B. General Alarm: A system general alarm shall:
 - 1. Indicate the general alarm condition at the FACP.
 - 2. Identify the device that is the source of the alarm at the FACP.
 - 3. Display the alarm on an 80 character LCD display. The system alarm LED shall flash on the control panel until the alarm has been acknowledged. Once acknowledged, this same LED shall latch on. A subsequent alarm received from another zone shall flash the system alarm LED on the control unit. The display shall show the new alarm information.

4. Sound a pulsing alarm tone within the FACP until the event has been acknowledged.
 5. Operate audible and visible alarm notification signals throughout the building.
 6. Sound a continuous fire alarm signal until silenced by the alarm silence switch at the FACP.
 7. Flash all visible alarm notification appliances continuously until the System Reset Switch is operated. Any subsequent zone alarm shall reactivate the alarm notification appliances.
 8. Close fire and smoke doors normally held open by magnetic door holders.
 9. Stop supply and return fans serving zone where alarm is initiated.
 10. Close smoke dampers on system serving zone where alarm is initiated.
 11. Transmit the alarm to the proprietary supervising station.
- C. A supervisory alarm shall be initiated by:
1. Sprinkler valve tamper switch operation.
- D. Loss of primary power at the FACP shall sound a trouble signal at the FACP and shall indicate at the FACP when the system is operating on an alternate power supply.
- E. Circuit Supervision: Circuit faults shall be indicated by means of both a zone and a trouble signal at the FACP.
- F. Annunciation: Manual and automatic operation of alarm and supervisory initiating devices shall be annunciated on the FACP, indicating the location and type of device.
- G. FACP Alphanumeric Display: Shall display plain-language description of alarms, trouble signals, supervisory signals, monitoring actions, system and component status, and system commands.
- H. Independent System Monitoring: Supervise each independent smoke detector, fire suppression system and duct detector, for both normal operation and trouble.
- I. Alarm Silencing: If the "Alarm Silence" button is pressed, all audio alarm signals shall cease operation.
- J. System Reset: The "System Reset" button shall be used to return the system to its normal state after an alarm condition has been remedied.
- K. Activation of an auxiliary bypass switch shall override the selected automatic functions.
- L. Auxiliary manual controls shall be supervised so that an "off normal" position of any switch shall cause an "off normal" system trouble. The "off normal" status shall be clearly identified in plain-language on the FACP.
- M. Recording of Events: Record all alarm, supervisory, and trouble events in non-volatile memory.
- N. Smoke Sensor Sensitivity Adjustment:
1. Authorized operation of controls at the FACP shall cause the selection of specific addressable smoke sensors for adjustment, display of their current status and sensitivity settings, and control of changes in those settings.

2. Remote Controllability: Individually monitor sensors at the FACP for calibration, sensitivity, and alarm condition, and individually adjust for sensitivity from the FACP. The alarm decision for each sensor shall be determined by the control unit. The control unit shall determine the condition of each sensor by comparing the sensor value to the stored values.
- O. The actuation of the "enable one person test" program at the FACP shall activate the "One Person Testing" mode of the system which shall cause the following to occur:
1. The city circuit connection shall be bypassed.
 2. Control relay functions shall be bypassed.
 3. The FACP shall show a trouble condition.
 4. The alarm activation of any initiation device shall cause the audible notification appliances to code a number of pulses to match the zone number.
 5. The FACP shall automatically reset after signaling is complete.
 6. Any momentary opening of an initiating or notification appliance circuit wiring shall cause the audible signals to sound for 4 seconds indicating the trouble condition.
 7. The system shall have the capacity of 8 programmable, passcode protected, one person testing groups, such that only a portion of the system need be disabled during testing.
- P. Power Requirements
1. The FACP shall receive 120 VAC power via a dedicated 20A branch circuit breaker provided with a red lock-on device.
 2. The system shall be provided with sufficient battery capacity to operate the entire system upon loss of normal 120 VAC power in a normal supervisory mode for a period of 24 hours with 15 minutes of alarm operation at the end of this period. The system shall automatically transfer to battery standby upon power failure. All battery charging and recharging operations shall be automatic.
 3. All circuits requiring system operating power shall be 24 VDC and shall be individually fused at the control panel.
 4. The incoming power to the system shall be supervised so that any power failure must be audibly and visibly indicated at the control panel. A green "power on" LED shall be displayed continuously while incoming power is present.
 5. The system batteries shall be supervised so that a low battery condition or disconnection of the battery shall be audibly and visibly indicated at the FACP and the command center.
- Q. The system shall support 100% of addressable devices in alarm or operated at the same time, under both primary (AC) and secondary (battery) power conditions.

1.8 SUBMITTALS

- A. Bidders will be required to submit shop drawings and product data during the construction phase of each project. Provide the following submittals for review:

1. Complete description data indicating UL listing for all network components. Include dimensioned plans and elevations showing minimum clearances and installed features and devices.
 2. Complete sequence of operation of all functions of the network that is project specific.
 3. A list of every address of every device connected to a panel that is provided for purposes of alarm initiating, status monitoring, supervised notification appliance circuits, and auxiliary control.
 4. A listing of the manufacturer's representatives responsible for installation coordination and service.
 5. Location of all controls, alarm actuating devices and notification appliance devices as shown on drawings.
 6. Wiring diagrams from manufacturer differentiating between factory-and field- installed wiring. Include diagrams for equipment and for system with all terminals and interconnections identified. Indicate components for both field and factory wiring. Provide complete diagrams for all components and interfaces including equipment supplied by others.
 7. Operation and maintenance data for inclusion in Operating and Maintenance Manual specified in Division 1. Include data for each type product, including all features and operating sequences, both automatic and manual. Include recommendations for spare parts to be stocked at the site. Provide the names, addresses, and telephone numbers of service organizations that carry stock of repair parts for the system to be furnished.
 8. The manufacturer shall provide calculations for battery size as applicable. Battery size shall be a minimum 125% of the calculated requirement.
 9. Provide calculations for control modules indicating circuit loading with 20% spare capacity.
- B. Submission to Authority Having Jurisdiction: In addition to routine submission of the above material, make an identical submission to the authority having jurisdiction. Include copies of annotated Contract Drawings as required to depict component locations to facilitate review. Upon receipt of comments from the Authority, submit them for review. Make resubmissions if required to make clarifications or revisions to obtain approval.

1.9 PROJECT RECORD DOCUMENTS

- A. Submit as built drawings locating devices and conductor runs.
- B. Record of field tests of system.
- C. Submit manufacturer's certificate that system meets or exceeds specified requirements.

1.10 OPERATION, MAINTENANCE DATA, AND CALCULATIONS

- A. Provide to the Owner's representative operating instructions, maintenance, and repair procedures.
- B. After installation, include manufacturer representative's letter stating that system is operational.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Delivery, storage and handling of products will take place under the contract terms of each project in the construction phase of each project.

1.12 EXTRA MATERIALS

- A. Provide spare parts to the Owner's representative as noted below:
 - 1. Two keys of each type (for each project).
 - 2. Two smoke detectors (for each project).

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. National Time & Signal (Expand the existing 902 at Smith Middle School and expand the existing 7000 FACP at Niles Center as required. Extend all existing circuiting as required.)

2.2 FIRE ALARM CONTROL PANEL (FACP).

- A. General: Comply with UL 864, "Control Units for Fire-Protective Signaling Systems."
- B. Cabinet: Lockable steel enclosure. Arrange unit so all operations required for testing or for normal care and maintenance of the system are performed from the front of the enclosure. If more than a single unit is required to form a complete control unit, provide exactly matching modular unit enclosures. Accommodate all components and allow ample gutter space for interconnection of units as well as field wiring. Identify each enclosure by an engraved, red-laminated, phenolic resin nameplate. Lettering on the enclosure nameplate shall not be less than 1-inch high.
- C. Systems: Alarm and supervisory systems are separate and independent in the FACP. The alarm-initiating zone boards in the FACP consist of plug-in modules. Construction requiring removal of field wiring for module replacement is not acceptable.
- D. Control Modules: Types and capacities required to perform all functions of the fire alarm systems plus 20% for future expansion. Local visible, and audible signals notify of alarm, supervisory, and trouble conditions
- E. Zones: Provide for all alarm and supervisory zones indicated.
- F. Resetting: Provide the necessary controls to prevent the resetting of any alarm, supervisory, or trouble signal while the alarm or trouble condition still exists.
- G. Alphanumeric Display and System Controls: Arrange to provide the basic interface between human operator at FACP and addressable system components, including annunciation, supervision, and control. A display with a minimum of 80 characters displays alarm, supervisory, and component status messages and indicates control commands to be entered into the system for control of smoke detector sensitivity and other parameters. Arrange keypad for use in entering and executing control commands.
- H. System power supplies including necessary transformers, regulators, filters and surge protection required for system operation.

- I. System processor, with internal operating system to process incoming alarm signals and issue output commands required as a result of the alarm signals and issue output. Total system response time shall not exceed 2.5 seconds on a system configured to the 3000 point capacity. All system processors shall be supervised by individual watchdog circuitry furnishing automatic restart after loss of activity. Systems with single watchdog circuits for all processors will not be accepted unless furnished with a standby CPU.
- J. Digital communications capabilities required for the control panel to communicate with remote panels annunciators and displays.
- K. A limited energy output circuit for operation of direct current (DC) audible or visual devices, leased line or city tie, shall be provided by a controllable signal module.
- L. Where control of operations requiring switching functions is indicated, there shall be provided a software controlled relay module.
 - 1. Motherboards shall be furnished as the system bus furnishing systems communications to the various plug in modules necessary for system operations.
- M. Remote Station Signal Transmitter: Shall remain as is for this project. Remote Station Signal Transmitter will be revised in the future when the entire fire alarm systems are expanded/replaced.

2.3 REMOTE FIRE ALARM ANNUNCIATOR PANEL

- A. Provide remote annunciation and control using an 80 character, back-lit, alphanumeric, LCD readout. Alarm indication shall be identical to that at the main FACP including tone alert. Provide a minimum of four programmable control switches, alarm silence and system reset.
- B. Provide brushed aluminum trim plate.

2.4 EMERGENCY POWER SUPPLY

- A. General: Components include battery, charger, and an automatic transfer switch.
- B. Battery: Sealed lead-acid or nickel cadmium type. Provide sufficient capacity to operate the complete alarm system in normal or supervisory (non-alarm) mode for a period of 24 hours. Following this period of operation on battery power, the battery shall have sufficient capacity to operate all components of the system, including all alarm indicating devices in alarm of supervisory mode for a period of 15 minutes.
- C. Magnetic door holders are not served by emergency battery power. Magnetic door holders are released after 15 seconds when normal power fails.

2.5 SMOKE DETECTORS, INTELLIGENT ADDRESSABLE

- A. Furnish and install where indicated on the drawings intelligent analog smoke detectors with features and characteristics as follows:
 - 1. Photoelectric detectors shall be listed for use as open area protective coverage, in duct installation and shall be insensitive to air velocity changes.
 - a. The control panel shall provide a sensitivity readout for all detectors without removal from the pluggable base. Detectors not listed for sensitivity testing and logging from the control panel are not acceptable.

- b. Detectors shall be operational with relay bases (as applicable), audible bases, and remote indicating LED's, programmable by the control panel and controlled by the detector electronics.
- B. Provide smoke detectors above fire alarm control panel, remote annunciator panels, and remote notification appliance power supply panels.
- C. Provide smoke detectors with auxiliary set of contacts where required.

2.6 THERMAL DETECTOR, INTELLIGENT ADDRESSABLE

- A. The intelligent thermal detectors shall be of the rate compensated fixed temperature type and shall be listed by Underwriters Laboratories, Inc. The intelligent thermal detectors shall be individually annunciated on the control panel. The intelligent thermal detectors shall contain an integral alarm lamp.

2.7 DUCT SMOKE DETECTORS

- A. The air duct detector shall be listed by Underwriters Laboratories, Inc. The air duct detector shall operate on a cross-sectional air sampling principle to overcome stratification and the skin effect. The air duct detector shall consist of a standard (intelligent/analog) photoelectric detector mounted in an air duct sampling assembly and sampling tube that protrudes across the duct of the ventilating system. The air duct detector shall retain the features of the intelligent/analog photoelectric detector, and be installed in the ventilating duct as indicated in the manufacturer's instructions. Provide with addressable control module. Relay based duct detectors not acceptable.
- B. The duct mounted detector shall have an auxiliary set of contacts in order for the temperature controls contractor to tie in the starter of the fans. Contacts shall be rated 1A, 120V.

2.8 DUCT SMOKE DETECTOR REMOTE ALARM INDICATORS

- A. Provide remote alarm indicator station for duct smoke detectors located above ceilings or in other locations above 10 feet and/or not readily accessible.
- B. Provide LED alarm indicator designed for mounting in a single gang coverplate.

2.9 MANUAL STATIONS, INTELLIGENT

- A. Provide single action intelligent manual stations where shown on the drawings, to be flush or surface mounted as required.
 - 1. The manual stations shall be addressable and identifiable by the fire alarm control panel.
 - a. Address assignments shall be set mechanically or electronically and reside within the station in non volatile memory.

2.10 ADDRESSABLE INTERFACE MODULE

- A. Provide for integration of compatible two wire and shorting style contact devices into the analog signaling circuit. Intelligent analog signaling circuit interface module shall have the following capabilities:

1. Communication interaction with the analog signaling circuit having the capability of reporting alarm or trouble conditions from the devices monitored.
2. Compatibility with ionization, photoelectric, and linear beam style smoke detectors, heat detectors, and all listed contact type devices.
3. The module shall be addressable and identifiable by the control panel.
 - a. Address assignments shall be set mechanically or electronically and reside within the module in non volatile memory.
4. Water Flow Switches: The water flow switches shall be provided by the mechanical contractor and wired by the electrical contractor. The switches shall be connected to the fire alarm system through the use of addressable interface modules.
5. Tamper Switches: The tamper switches shall be provided by the mechanical contractor and wired by the electrical contractor. The switches shall be connected to the fire alarm system through the use of addressable interface modules.
6. Provide addressable interface modules to uniquely identify each flow and tamper switch.

2.11 ADDRESSABLE CONTROL MODULE

- A. Provide for integration of auxiliary control functions into the analog signaling circuit. Intelligent analog signaling circuit control module shall have the following capabilities:
 1. Communication interaction with the analog signaling circuit having the capability of initiating a control function to an auxiliary device based on a specified event.
 2. Provide NO/NC contact pairs rated at 2 amps 120 VAC or 24 VDC.

2.12 AUDIO VISUAL DEVICES

- A. Alarm Strobes (Visual): Visual alarm signals shall be furnished with minimum light intensity of 15cd average (horizontal and vertical distribution listed in accordance with UL 1971) and meet A.D.A. 75cd minimum intensity at horizontal and vertical axis and shall comply with the following:
 1. Xenon strobe with minimum repetition rate of 1 HZ, not exceeding 2 HZ and a maximum duty cycle of 40% with a pulse duration of .2 seconds.
 2. Unfiltered or clear white light not exceeding 1000 candela.
 3. Visual signals shall be mounted at 96 inches above finish floor level, or six inches below ceiling level whichever is lower in accordance with NFPA 72, 1996. Provide wall mounted or ceiling mounted devices, as indicated on plans.
 4. Visual signals shall flash in synchronization in all corridors and in rooms where more than one strobe is installed.
- B. Alarm Horns: The alarm horns shall be of the polarized 24 VDC type. The mechanisms shall contain an aerospace grade aluminum diaphragm, tempered and polished armature, and tungsten contact point, all housed in a red die-cast frame and grill assembly. Horns shall have an integral strobe light that will flash during an alarm. Horns shall have a minimum sound level of 93 dB at 10 feet.

- C. Combination notification appliances (horn/strobe) consist of factory-combined, audible and visual notification units in a single mounting assembly. Provide wall mounted or ceiling mounted devices, as indicated on plans.
- D. Audible devices shall be furnished to provide minimum of 15 db above ambient sound levels. Maximum sound levels shall not exceed 120 db, provisions shall be made to adjust the audible levels accordingly.

2.13 AUXILIARY DEVICES

- A. Door Release: Magnetic door holder with integral diodes to reduce buzzing, 24 VDC coil voltage.

2.14 WIRE AND CABLE

- A. Wire and cable for fire alarm systems shall be UL listed and labeled as complying with NFPA 70, Article 760.
- B. Signaling Line Circuits: Twisted, shielded pair, size as recommended by system manufacturer.
 - 1. Circuit Integrity Cable: Twisted shielded pair, NFPA 70 Article 760, Classification CI, for power-limited fire alarm signal service. UL listed as Type FPL, and complying with requirements in UL 1424 and in UL 2196 for a 2-hour rating.
- C. Non-Power-Limited Circuits: Solid-copper conductors with 600-V rated, 75 deg C, color-coded insulation.
 - 1. Low-Voltage Circuits: No. 16 AWG, minimum.
 - 2. Line-Voltage Circuits: No. 12 AWG, minimum

PART 3 - EXECUTION

3.1 WARRANTY

- A. All equipment and systems shall be warranted by the contractor for a period of two years following acceptance. The warranty shall include parts, labor, prompt field service, pick-up and delivery.
- B. Provide two years testing and maintenance, which shall consist of:
 - 1. Regularly and systematically examining all detectors, manual stations, panels, relays, pressure switches and accessories pertaining to the system.
 - 2. Regularly and systematically examine, adjust and clear all the electrical and mechanical components of water flow switches.
 - 3. Tests and written reports which certify that all initiating devices have been tested and which indicate the result of the inspection test as required by the authority having jurisdiction.

3.2 TESTS AND REPORTS

- A. The contractor shall perform all electrical and mechanical tests required by the equipment manufacturer's certification form. In addition, they shall measure and adjust each of the ionization detectors to the maximum stable sensitivity setting. This must be performed with the detector at its operational location and under normal operational environmental conditions in the area. Bench settings are not acceptable. All test and report costs shall be in the unit price established for each device. A checkout report shall be prepared by the installation technicians and submitted in triplicate, one copy of which will be registered with the equipment manufacturer. The report shall include, but not be limited to:
1. A complete list of equipment installed and wired.
 2. Indication that all equipment is properly installed and functions and conforms with these specifications.
 3. Test of individual zones as applicable.
 4. Serial numbers, locations by zone and model number for each installed detector.
 5. Voltage (sensitivity) settings for each ionization and photoelectric detector as measured in place with the HVAC system operating.
 6. Response time on thermostats and flame detectors (if used).
 7. Technician's name, certificate number and date.
- B. After completion of all the tests and adjustments listed above, the contractor shall submit the following information to the Architect:
1. "As-built" conduit layout diagrams including wire color code and/or tag number.
 2. Complete "as-built" wiring diagrams.
 3. Detailed catalog data on all installed system components.
 4. Copy of the test report.
- C. Final tests and inspection shall be held in the presence of engineer. The contractor shall supply personnel and required auxiliary equipment for this test without additional cost.
- D. The completed smoke detection system shall be tested to insure that it is operating properly. Acceptance of the system shall also require a demonstration of the stability of the system. This shall be adequately demonstrated if the system operates for a ninety (90) day test period.
- E. Before final acceptance of work, the contractor shall deliver five copies of a composite "Operating and Shop Maintenance Manual." Each manual shall contain, but not be limited to: a statement of guarantee including date of termination and name and phone number of the person to be called in the event of equipment failure.
- F. Individual factory issued manuals shall contain all technical information on each piece of equipment installed. In the event such manuals are not obtainable from the factory, it shall be the responsibility of the contractor to compile and include them. Advertising brochures or operational instructions shall not be used in lieu of the required technical manuals.

3.3 INSTALLATION

- A. Control and other panels shall be mounted with sufficient clearance for observation and testing.
- B. All fire alarm junction boxes must be clearly marked for easy identification as indicated in 16195. All wiring shall be in conduit unless noted otherwise on the contract documents or in the specifications. Flexible connectors shall be used for all devices mounted in suspended lay-in ceiling panels. All conduit, mounting boxes, junction boxes and panels shall be securely hung and fastened with appropriate fittings to insure positive grounding throughout the entire system.
- C. Fire alarm pull stations and horns installed in finished areas shall be mounted semi-flush and may be surface mounted in non-finished areas. Smoke detectors and thermal detectors shall be mounted on a recess mounted junction box in finished areas and to surface mounted junction boxes in non-finished areas.
- D. No wiring other than that directly associated with fire alarm detection, alarm or auxiliary fire protection functions shall be permitted in fire alarm conduits. Wiring splices are to be avoided to the extent possible, and if needed they must be made only in junction boxes and shall be crimp connected. Transposing or changing color coding of wires shall not be permitted. Wire nut-type connections are not acceptable. All conductors in conduit containing more than one wire shall be labeled on each end with "E-Z markers" or equivalent. Conductors in cabinets shall be carefully formed and harnessed so that each drops off directly opposite to its terminal. Cabinet terminals shall be numbered and coded. All controls, function switches, etc., shall be clearly labeled on all equipment panels. All wiring shall be checked and tested to insure that there are no grounds, opens or shorts.
- E. Install manual station flush mounted with operating handle 48 inches maximum above floor. Install audible and visual signal devices no more than 96 inches above highest floor level within the space or 6 inches below the ceiling, whichever is lower.
- F. Mount outlet box for electric door holder to withstand 80 pounds pulling force.
- G. Make conduit and wiring connections to door release devices, sprinkler flow switches, sprinkler valve tamper switches, panels, duct smoke detectors, and other auxiliary supervised devices.
- H. Automatic Detector Installation: NFPA 72.
- I. All gymnasiums and locker rooms fire alarm devices shall be provided with protective wire guards.
- J. Fire alarm system cable shall be plenum rated, with red outer coloring. All cable drops to devices shall be in conduit (concealed in walls). Cabling installed in open ceiling spaces shall be type FPLP, low smoke, fire resistant, with red coloring. Cabling shall be per manufacturer's recommendation, and shall be able to power the strobes and horn/strobes together, or independently.
- K. Install fire alarm cable in ceiling spaces to avoid damage. Use bridle rings and other similar means of support (lay-in ceiling areas).
- L. Cabling to the Fire Alarm Control Panel and drops to devices shall be in recessed conduit.
- M. Fire alarm cabling in exposed ceiling spaces and above drywall ceiling areas shall be in conduit. Conduit used for fire alarm system shall have couplings and junction boxes painted red.

END OF SECTION