LEGAT ARCHITECTS
SUSTAINABILITY | PERFORMANCE | DESIGN

Project Manual

ARCHITECT'S PROJECT NUMBER 225061.00

Moline – Coal Valley School District

Hamilton Elementary School 2025 Duct Replacement

Hamilton Elementary School 700 32nd Avenue, Moline, IL 61265

FOR THE

Board of Education
Moline – Coal Valley School District
1900 52nd Avenue
Moline, IL 61265

Issued: Issued for Bidding
March 5, 2025

TABLE OF CONTENTS

SECTION 00 01 01
PROJECT TITLE PAGE

PROJECT MANUAL

FOR

HAMILTON ELEMENTARY SCHOOL 2025 DUCT REPLACEMENT

ARCHITECT'S PROJECT NUMBER: 225061.00.

MOLINE-COAL VALLEY SD #40
700 32ND AVENUE
MOLINE, ILLINOIS61265

DATE: 03-05-2025

PREPARED BY:

LEGAT ARCHITECTS, INC.

END OF SECTION 00 01 01

SECTION 00 01 02
PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

A. Project Name: Hamilton Elementary School 2025 Duct Replacement.

B. Architect's Project Number: 225061.00.

Located at:

1. 700 32nd Avenue.
   Moline, Illinois61265.

C. The Owner, hereinafter referred to as Owner: Moline-Coal Valley SD #40

1.02 NOTICE TO PROSPECTIVE BIDDERS

A. These documents constitute an Invitation to Bid to and request for qualifications from General Contractors for the construction of the project described below.

1.03 PROJECT DESCRIPTION

A. Summary Project Description: Demolition of select existing supply and return ductwork as noted on the project documents. Install of new supply and return ductwork as noted on the project documents. Removal of existing ceilings and all associated elements and install of new ceiling system and reinstall of existing associated elements..

B. Contract Scope: demolition, renovation, and facility operations during occupancy.

C. Contract Terms: Lump sum (fixed price, stipulated sum).

1.04 PROJECT CONSULTANTS

A. The Architect, hereinafter referred to as Architect: Legat Architects.
   1. Address: 1515 5th Ave. Suite 108.
   2. City, State, Zip: Moline, IL, 61265.
   3. Phone/Fax: 309-517-5536.

1.05 PROCUREMENT TIMETABLE

A. Pre-Bid Briefing: Thursday, March 13th, 2025, at 3:30 PM local time at Hamilton Elementary School, 700 32nd Avenue, Moline, IL 61265.

B. Last Request for Substitution Due: 4 days prior to due date of bids.

C. Last Request for Information Due: 4 days prior to due date of bids.

D. Bid Due Date: 04-03-2025, before 2:30 PM local time.

E. Bid Opening: Same day, Immediately following bid period closing. local time.

F. Notice to Proceed: Tuesday, April 15, 2025.

G. Bids May Not Be Withdrawn Until: 60 days after due date.

H. Required Substantial Completion Date: 08-01-2025.

I. Required Final Completion Date: 08-08-2025.

J. Final Completion date is critical due to requirements of Owner's operations.

K. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.06 PROCUREMENT DOCUMENTS

A. Availability of Documents: Complete sets of procurement documents may be obtained:
   1. Digitally from City Blue Technologies Public Planroom; www.cityblueplanroom.com.
   2. Hard copies of the bid documents are available for puchase at the Contractor's expense.
   3. From Owner at the Project Manager's address listed above.

B. Documents are on display at the offices of the Owner and Architect:
   1. Owner:
      a. 1900 52nd Avenue, Moline, IL 61265.
   2. Architect:
      a. 1515 5th Avenue, Suite 108, Moline, IL 61265.

1.07 BID SECURITY

A. Bids shall be accompanied by a security deposit as follows:
   1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form.
   2. Security made payable to Owner in an amount of 10 percent of proposer's maximum proposal price.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 01 02

SECTION 00 11 13
ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

1.01 BID INFORMATION

A. Sealed bids will be received by the Board of Education, Moline-Coal Valley School District No. 40, 1900 52nd Avenue, Moline, IL 61265, Thursday, April 3, 2025, at 2:30 PM prevailing time for the Hamilton Elementary School 2025 Duct Replacement.

B. Lump sum bid proposals will be received for this project at the scheduled time of receipt of bids and will be publicly opened at that time.

C. A Pre-Bid Conference will be held on Thursday, March 13, 2025, at 3:30 PM, at Hamilton Elementary School, 700 32nd Avenue, Moline, IL 61265. All Bidders are strongly encouraged to attend and sign-in at the meeting, which will also be attended by the Owner, and Architect. All bidders are also strongly encouraged to make a site visit prior to submitting their bid. Site visit must be pre-arranged with a 48-hour notice.

D. Bid security in the form of a bid bond, certified check, or cash in an amount equal to 10 percent of the base bid amount shall be submitted with the bid. Should a bid bond be submitted, the bid bond shall be payable to the Board of Education, Moline-Coal Valley School District No. 40.

E. Bids shall be submitted on or before the specified closing time in an opaque, sealed envelope. Bids shall be clearly marked "Hamilton Elementary School 2025 Duct Replacement." Bids shall be addressed to Moline-Coal Valley School District No. 40, Attn: Vince Gallo, Business Office, 1900 52nd Avenue, Moline, IL 61265.

F. The Board of Education reserves the right to reject any or all bids or parts thereof, or waive any irregularities or informalities, and to make the award in the best interest of the District.

G. All bidders must comply with applicable Illinois law requiring the payment of prevailing wages by all contractors working on public works. Bidder must comply with the Illinois statutory requirements regarding labor, including Equal Employment Opportunity laws.

H. Digital bidding documents can be obtained from City Blue Technologies; www.citybluetechnologies.com. Hard copies of the bid documents are available for purchase at the Contractor's expense.

I. Board of Education: Moline-Coal Valley School District No. 40

SECTION 00 21 13
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 PROJECT

A. Project: Hamilton Elementary School 2025 Duct Replacement.

B. Project Location(s):
   1. 700 32nd Avenue, Moline, IL 61265

C. Owner's Name: Moline-Coal Valley SD #40.
   1. Address: 1900 52nd Ave., Moline, IL 61265.

D. Architect's Name: Legat Architects, Inc.
   1. Address: 1515 5th Ave, Suite 108, Moline, IL 61265.

1.02 DOCUMENT INCLUDES

A. Invitation
   1. Bid Submission
   2. Intent

B. Bid Documents and Contract Documents

C. Site Assessment
   1. Prebid Conference

D. Bid Submission
   1. Submission Procedure
   2. Bid Ineligibility

E. Bid Enclosures/Requirements
   1. Bid Bond
   2. Section 00 41 00 - Bid Form including all signatures, initials, and notarizations.
   3. Experience Questionnaire
   4. Contractor's Finiancial Statement
   5. Non-Colllusion Affidavit
   6. Sex Offender Acknowledgement and Certification
   7. Additional Bid Information as required by the Owner.

F. Information to be submitted after bid. Can be submitted electronically.
   1. Section 00 43 36 - Proposed Subcontractors Form
   2. Section 00 43 73 - Proposed Schedule of Values From

G. Offer Acceptance/Rejection
   1. Duration of Offer
   2. Acceptance of Offer

1.03 RELATED DOCUMENTS

A. Document 01 10 00 - Summary.

B. Document 00 41 00 - Bid Form.

C. Document 00 43 25 - Substitution Request Form - During Procurement

INVITATION

2.01 BID SUBMISSION

A. Proposals to be entitled for consideration must be made in accordance with the following instructions:
   1. Submit one copy of bid on forms provided by the Architect with all blank spaces for bid prices filled in, in ink, or typewritten.

2. Submit bid in an opaque, sealed envelope, addressed to: Moline-Coal Valley School District No. 40, Attn: Vince Gallo, Chief Financial Officer, Moline-Coal Valley School District, 1900 52nd Avenue, Moline, IL 61265.
   a. Mark the envelope SEALED FOR BID:
      1) Project Name.
      2) Bidder.
3. Bids signed and under seal, executed, and dated will be received at the office of the Owner at 1900 52nd Ave., Moline, IL 61265 before 2:30 p.m. local prevailing time on 04-03-2025.
4. Bids received after this time will not be accepted.
5. Erasures or written memorandum on the Bid Form are prohibited. Include additional explanations, statements, or qualifications in a separate sheet attached to the Bid Form.
6. The Bid shall appear only where called for in the Bid Form and shall not appear elsewhere in the proposal. Any Alternate prices (other than those set forth in the Bid Form) shall be listed on the Substitution Sheet.
7. Fill in all blank spaces for the bid items with prices, or if not applicable, the words "No Bid."

B. Offers submitted after the above time will be returned to the bidder unopened.

C. The Owner reserves the right to reject any or all bids or parts therof at its sole discretion.

D. The Owner reserves the right to waive any or all irregularities or informalities.

E. Offers will be opened publicly immediately after the time for receipt of bids.

2.02 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises building construction, including general construction Work.

B. Project Location:
   700 32nd Avenue.
   Moline, Illinois61265.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

A. All definitions set forth in the General Conditions of the Contract for Construction as printed in Americal Institute of Architects, Document A201, General Conditions of the Contract for Construction - 2017 as modified, both contained herein are applicable to these instructions to Bidders.

B. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.

C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
   1. Addenda will be issued by email, direct mail or United Parcel delivery. Bidders are to consider an email addendum as a binding modification to the contract documents.
   2. It is the bidder's responsibility to ascertain from the Architect that they have recieved all addenda issued to the bidding documents prior to submitting their bids.

3.02 AVAILABILITY

A. Bid Documents may be obtained at the office of Architect Legat Architects, Inc., 1515 5th Avenue, Suite 108, Moline, IL 61265.

B. Digital bidding documents can be obtained from the office of the Architect. Hard copies of the bid documents are at the Contractor's expense. Contact Zach Campbell at Legat Architects: (309) 517-5541. zcampbell@legat.com

3.03 EXAMINATION

A. Bidders are responsible for examining all documents on file at the office of the Architect, Engineer, or Owner and are encouraged to make a site visit to examine the site to become familiar with and make allowance for any conditions which may affect the work. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.

B. Bid Documents may be viewed at the office of Architect Legat Architects, Inc., 1515 5th Avenue, Suite 108, Moline, IL 61265.

C. Bid Documents may be viewed at the office of Owner Moline-Coal Valley School District; 1900 52nd Avenue, Moline, IL 61265.

D. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.

E. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.04 INQUIRIES/ADDENDA

A. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.

B. Verbal answers are not binding on any party.

3.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

A. General Requirements for Substitution Requests:
   1. Project Manual establishes standards for products, assemblies, and systems.
   2. Submit requests only for elements for which substitution is specifically allowed in the Project Manual.

B. Substitution Request Time Restrictions:
   1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.

C. Substitution Request Form:
   1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.

D. Review and Acceptance of Request:
   1. Architect may approve the proposed substitution and will issue an Addendum to known bidders.

SITE ASSESSMENT

4.01 SITE EXAMINATION

A. Examine the project site before submitting a bid.

B. The bidder is required to contact Owner at the following address and phone number in order to arrange a date and time to visit the project site: Keith Karstens, Moline-Coal Valley School District No. 40, 1900 52nd Avenue, Moline, IL 61265, (309) 743-8650.

C. Bidders visiting schools must check in at the Main Office of each school and coordinate their inspections with School Visitor Policies.

4.02 PREBID CONFERENCE

A. A bidders conference has been scheduled for 3:30 p.m. on the 13th day of March at the location of Hamilton Elementary School, 700 32nd Avenue, Moline, IL 61265.

B. All general contract bidders and suppliers are invited.

C. Representatives of the Architect will be in attendance.

D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State and prior successful experience on projects of similar size and scope. Accordingly, all Bidders must provide on their bid forms, references from at least five (5) public school district projects or other projects of similar size and scope, where the Bidders contract price equaled or exceeded the Bidder's bid for this project..

5.02 BID WITHDRAWAL

A. Any bidder shall withdraw their bid prior to the scheduled closing time for receiving bids. All bidders shall hold their Bids open for a period of sixty calendar days from the date of Bid Opening. The Owner and Bidders may agree to extend the period of irrevocability beyond the sixty-day period.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.

B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.

C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

6.02 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

A. Bids shall be accompanied by a security deposit as follows:
   1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form.

B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
   1. Make Bid Security payable to: Board of Education, Moline-Coal Valley School District No. 40.

C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.

D. Include the cost of bid security in the Bid Amount.

E. After a bid has been accepted, all securities will be returned to the respective bidders .

F. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

A. Accepted Bidder: Provide a Performance and Labor and Material/Payment bond, per the terms of the General Conditions, as modified.
   1. Provide a 100 percent Performance Bond on AIA A312.
   2. Provide a 100 percent Payment Bond on AIA A312.
   3. Deliver bonds within 3 days after execution of the Contract.

B. Include the cost of performance assurance bonds in the Bid Amount and identify the cost when requested.

7.03 BID FORM REQUIREMENTS

A. Complete all requested information in the Bid Form and Appendices.

7.04 ADDITIONAL BID INFORMATION

A. Submit the following Supplements concurrent with bid submission:
   1. Document 00 43 25 - Substitution Request Form - During Procurement.
   2. Certification Regarding Criminal Background Investigations.
   3. Authorization for Criminal Background Investigation.
   4. Schedule A - Vendor Information Form.
   5. Schedule B - Civil Rights Certification of Compliance.
   6. Schedule C - Vendor Eligibility Certification Bidding & Contract Requirements.
   7. Schedule D - Certifications of Compliance with IL Drug Free Work Place Act.
   8. Schedule E - Bidding and Contract Requirements Non-Collusion Affidavit.
   9. Schedule F - Federal Tax ID and Disclosure.
   10. Schedule G - Certification Regarding Debarment.
   11. Schedule H - Notice to Applicants - Certification/Disclosure Requirements Related to Lobbying.
   12. Schedule I - Certificate of Liability Insurance.
   13. Instructions to Bidders Proposed Subcontractors and Material/Equipment Suppliers.

7.05 POWER OF ATTORNEY

A. Attorneys-in-Fact who sign bonds, Agreements or bids must file with each such documents a certified and effectively-dated copy of their Power of Attorney.

7.06 EMPLOYMENT AND LABOR PROVISIONS

A. In the employeemnt and use of labor, the Contractor and his subcontractors shall conrom to the Illinois Statutory requirements regarding labor and wages. See Document 00 08 00 - Prevailing Wage Requirements.

B. Vendors/Contractors must conform to all federal, state, local and OSHA Regulations in effect during the term of the project.

7.07 TIME OF COMPLETION

A. If awarded the Contract, the bidder agrees to complete all Construction Work and achieve Substantial Completion and Final Completion of the following dates:
   1. Start of construction: Monday, June 2, 2025
   2. Substantial Completion: Friday, August 1, 2025
   3. Final Completion for the entire proejct is: Friday, August 8, 2025

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

A. Owner reserves the right to accept or reject any or all offers.

B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

END OF SECTION 00 21 13

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

2.01 FROM:

____

Firm Name of Bidder

2.02 TO:

MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40. BOARD OF EDUCATION

1900 52ND AVENUE, MOLINE, IL 61265

ATTN: VINCE GALLO

2.03 BID:

A. **Base Bid:** We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contact Documents on file at the office of the Owner, hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the Hamilton Elementary School 2025 Duct Replacement project, all in accordance with the Drawings and Specifications prepared by the office of Legat Architects, Inc. including the following Addenda Numbers ______, ______, and ______ issued thereto for the sum of:

1. Base Bid for all work: ____ ($____)
2. The base bid consists of all Work specified and required by the proposed Contract Documents.

B. **Prevailing Wage Act:** The undersigned hereby states if awarded the Contract, the Bidder agrees to comply with the Illinois Prevailing Wage Act 820 ILCS Section 130/.0.01 including, but not limited to, the submission of Certified Transcripts of Payroll for all workers on a monthly basis to the Illinois Department of Labor and copied to the Owner. The Bidder further acknowledges that release of progress payments may be withheld if complete Certified Transcripts of Payroll are not submitted with applications for payment.

C. **Allowances:** The undersigned hereby states allowances specified in Document 01 21 00 - Allowances, and confirmed here in writing, are included in the Base Bid amount identified above.

1. Allowances included in Base Bid: $____.

D. **Alternate Bids:** The undersigned hereby states the net amount of increase or decrease to the Lump Sum Base Bid for the following Alternates as described in Document 01 23 00 - Alternates.

1. Alternate Number 1: ADD to the Lump Sum: ($________________________).
   a. State the amount to be ADDED to the lump sum Base Bid to remove and replace existing return ductwork with new return ductwork as noted in the bid documents.

E. **Bid Security:** Accompanying this proposal is a Bid Security made payable to the Board of Education, Moline-Coal Valley School District No. 40 which is agreed will be forfeited to the aforementioned as liquidated damages if the undersigned fails to execute the standard form of Owner/Contractor Agreement (AIA Document A101, 2017 Edition, as modified), which is included herein for reference, and furnish evidence of their ability to become bonded and provide insurance coverage, as specified, within fifteen (15) business days after receipt of the Agreement by the undersigned.

F. **Certification of Compliance:** In signing and submitting this Bid, the Bidder certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents.

G. **Time of Completion:** The undersigned hereby states if awarded the Contract, the Bidder agrees to complete all work in accordance with the contract documents and achieve Substantial Completion as follows: ______.

1. Start Date: Monday, June 2, 2025
2. Substantial Completion: Friday, August 1, 2025
3. Final Completion: Friday, August 8, 2025
4. Refer to Document 01 10 00 - Summary for additional requirements which establishes intermediate construction milestone dates which may affect the construction sequence and/or construction schedule.

H. On the lines below, provide five (5) references from past projects of comparable size and scope to this project. Include the following information for each: Client name, address, brief project description and contact information.

1. ____
   ____
2. ____
   ____
3. ____
   ____
4. ____
   ____
5. ____
   ____

2.04 BIDDER

A. ____
Firm Name

B. ____
Firm Official Address (Street Address)

C. ____
Firm Official Address (City, State, Zip Code)

D. ____
Firm Telephone Number

E. ____
Firm Website

F. ____

Name of Bidder (Printed Name of Authorized Agent of Contractor)

G. ____

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

H. ____

Email Address of Bidder

I. Where the Bidder is a corporation, add Attest:

1. ____

(Secretary Signature and Date)

J. CERTIFIED OR CASHIERS CHECK, BID BOND, OR BANK DRAFT ENCLOSED IN THE FOLLOWING AMOUNT: ___________________________________

END OF SECTION 00 41 00

SECTION 00 43 25
PROPOSED SUBSTITUTIONS

PROPOSED SUBSTITUTIONS

3.01 SUBSTITUTION INFORMATION

A. Project: Hamilton Elementary School 2025 Duct Replacement for Moline-Coal Valley School District 40.

B. ____ Contractor,

(Firm Name of Bidder)

C. All bids shall be based upon the provisions of the proposed Contract Documents and not upon substitutions proposed herein.

D. Owner reserves the right to accept or reject all such substitutions at its sole discretion and in the best interest of Moline-Coal Valley School District 40.

E. Bidders desiring to make substitutions for "proprietary brands" specified shall identify the brand, make, and model number of the specified product together with the brand, make, and model number of the product being proposed as a subtitution and the dollar amount to be added or deducted from the base bid if the proposed substitution is accepted.

F. Complete descriptions and technical data shall accompany all proposed substitutions and be attached herein.

G. Manufacturer's names and materials approved by the Architect during the bidding period but not shown in addenda shall be listed below if said materials are to be considered.

3.02 PROPOSED SUBSTITUTION 1:

A. ____

Product Specified

B. ____

Proposed Substitution

C. $____

Amount to be ADDED or DEDUCTED

3.03 CERTIFICATION

A. ____

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. ____

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. ____

Date

END OF SECTION 00 43 25

SECTION 00 45 20
CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

2.01 INFORMATION

A. Project: Hamilton Elementary School 2025 Duct Replacement for Moline-Coal Valley School District 40

B. ____, Contractor,

(Firm name of Bidder)

hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/l et. seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et. seq.) and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the school district. This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

C. Refer to Document 00 72 00 - General Conditions for additional information.

2.02 CONTRACTOR

A. ____

Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. ____

Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. ____

Date

END OF SECTION
00 45 20

SECTION 00 45 30
AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION

AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION

2.01 CERTIFICATION

A. Project: Hamilton Elementary School 2025 Duct Replacement for Moline-Coal Valley School District 40

B. ____, Contractor,

(Firm Name of Bidder)

C. The undersigned hereby authorizes the Board of Education, of Moline School District No. 40, Rock Island County, Illinois to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/1--21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

D. ____

Name of Employee or Applicant (Printed Name of Employee or Applicant)

E. ____

Signature of Employee or Applicant (Signature of Employee or Applicant)

F. ____

Name of Bidder (Printed Name of Authorized Agent of Contractor/Employer)

G. ____

Signature of Bidder (Signed Name of Authorized Agent of Contractor/Employer)

H. ____

Date

<u>NOTE:</u>

SIGNATURE ON THIS FORM NOT REQUIRED FOR SUBMITTAL WITH BID.

THIS FORM IS TO BE SUBMITTED IF REQUESTED BY THE OWNER.

REFER TO DOCUMENT 00 45 20.

END OF SECTION 00 45 30

Assurance Schedule A
Vendor Information Form

VENDOR INFORMATION FORM

Name of Company: ____

Tax Payer ID #: __________________ FCC/USAC "SPIN" Number:___________________

Address: __________________________________ Date Business Began:___________________

____

Telephone No: _________________ Years at Location:_________

List of contact information for all officers, directors, and principals:

Name: ____
Title: ____
Address: ____
Telephone No: ____
Relationship: ____

Description of services provided:

Description of facilities/resources:

Description of staff (no./type/qualifications, etc.):

Brief history of company:

Client reference list of major customers and projects (include address and telephone number):

Verified by: ________________
Date Verified: ________________

Assurance Schedule B
Civil Rights Certification of Compliance

CERTIFICATE OF COMPLIANCE
WITH ILLINOIS HUMAN RIGHTS ACT

All successful contractors must comply with the provisions of the Illinois Human Rights Act (ACT) dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions require that the written Sexual Harassment policy included at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) a vendor's internal complaint process including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department of Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name____

Address____

Signature of Officer

____

Title

____

Subscribed and sworn to before me
this _____ day of ___________, 20___.

Notary Public

____

Assurance Schedule C
Vendor Eligibility Certification

BIDDING AND CONTRACT REQUIREMENTS
Vendor Eligibility Certification

Public Act 85-1295 (Illinois Revised Status, 1987, Ch 38, art 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid-rigging or bid rotation.

The following certifications must be signed and submitted with bidder's bid proposal. *FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER*.

____. As part of its bid on contract for
(*Name of Contractor)*

____. For Moline School
(*Name of Bid Package)*

District No. 40 hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

Firm Name: ______________________________________

By: ______________________________________

Title: ______________________________________

Subscribed and sworn to before me
this _____ day of __________, 20___.

Notary Public

____

Verified by: __________________
Date Verified: __________________

Assurance Schedule D
Drug Free WorkPlace

CERTIFICATIONS OF COMPLIANCE WITH ILLINOIS DRUG FREE WORKPLACE ACT

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for violation of the Illinois Drug-Free Workplace Act.

______________________________	______________________________
Name of bidder (Please Print)	Submitted by (Signature)

____
Title

Assurance Schedule E
Non-Collusion Affidavit

<u>BIDDING AND CONTRACT REQUIREMENTS</u>
Non-Collusion Affidavit

AFFIDAVIT: "I, (we) hereby certify and affirm that my (our) proposal was prepared independently for this bid package and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade. I further certify that I (we) am not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961."

The following certification must be signed and submitted with bidder's proposal. *FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.*

(If an individual)
Signature of Proposer:________________________________
(Seal) *(Signature required)*

Business Address: ________________________________

(If a Partnership)
Firm Name: ________________________________
(Seal)
By _ ________________________________
(Signature required)

Business Address: ________________________________
(of all Partners of the Firm)

(If a Corporation)
Corporate Name: ________________________________

By ________________________________
(Signature required)

Corporate Address: ________________________________

(CORPORATE SEAL)
Names of Officers: (President): ________________________________

(Secretary): ________________________________

(Treasurer): ________________________________

Attest: (Secretary): ________________________________

Assurance Schedule F
Federal Tax ID and Disclosure

Under penalties of perjury, I certify that _____________________is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

_______Individual

_______Sole Proprietorship

_______Partnership

_______Corporation

_______Governmental Entity

_______Not-for-profit Corporation

___________________________________ ___________________________________
Signature Date

Return this certification to:

Moline-Coal Valley CUSD 40
Attention: Business Office
1619 11^{th} Avenue
Moline, Illinois 61265

Assurance Schedule G
Certification Regarding Debarment

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier Covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at http://epls.arnet.gov/.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.
CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:
(1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
(2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
(3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
(4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
(5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
(6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name: ____

Name Authorized Representative: ______________________________

Title of Authorized Representative: ______________________________

Signature: ______________________________

Signature Date: ____________________

Assurance Schedule H
Notification of Lobbying Activity

NOTICE TO APPLICANTS – CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of $100,000 (or $150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or **nonappropriated** funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if materials changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress or any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan;

- you are required to execute the attached certification at the time of submission of an application or before any action in excess of $100,000 is awarded; and

- you will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations Implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

(Continued on the next page)

CERTIFICATION REGARDING LOBBYING – CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Organization Name Award Number or Project Name

Name and Title of Authorized Representative

Signature Date

Assurance Schedule I

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder named as Additional Insured, as their interest may appear.

CERTIFICATE HOLDER

Moline-Coal Valley CUSD 40
ATTN: Dave McDermott
1619 11th Avenue
Moline, IL 61265

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SECTION 00 50 00
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. The Agreement is based on AIA A101.

B. The General Conditions are based on AIA A201.

1.02 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. Bond Forms:
   1. Bid Bond Form: AIA A310.

C. Post-Award Certificates and Other Forms:
   1. Schedule of Values Form: AIA G703.
   2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).

D. Closeout Forms:
   1. Certificate of Substantial Completion Form: AIA G704.

1.03 REFERENCE STANDARDS

A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.

B. AIA A201 - General Conditions of the Contract for Construction; 2017.

C. AIA A310 - Bid Bond; 2010.

D. AIA G702 - Application and Certificate for Payment; 1992.

E. AIA G703 - Continuation Sheet; 1992.

F. AIA G704 - Certificate of Substantial Completion; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 50 00

AIA® Document A101® – 2017

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

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

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

Moline-Coal Valley School District No. 40
1900 52nd Avenue
Moline, Illinois 61265
Telephone Number: (309) 743-1600

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

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

Moline-Coal Valley School District No. 40
2025 Hamilton Duct Replacement

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

Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, Illinois 61265
Telephone Number: (309) 517-5536

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

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

TABLE OF ARTICLES

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

[ ] The date of this Agreement.

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

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

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve

Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[ ] By the following date:

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)

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

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

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

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

All Applications for Payment shall be accompanied by an overall Waiver of Lien. The Contractor shall submit waivers on a current basis, but the Owner may allow Subcontractors and suppliers to be trailing. If Subcontractors and suppliers' waivers haven't been received by the following Payment Application, the Payment Application will be held until all trailing waivers have been received.

All Applications for Payment shall be accompanied by the Contractor's and Subcontractors' Certified Payrolls within the time-period provided of work performed on each Payment Application as required by the Illinois Prevailing Wage Act.

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

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

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten Percent (10%)

§ 5.1.7.1.1 The following items are not subject to retainage:

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

General Conditions, Performance/Payment Bonds and Certificate of Insurance

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

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

Upon completion of 50% of the work, the retainage may, upon the approval of the Owner and the Architect, be reduced to and fixed at 5% of the Contract Sum, which amount shall be maintained until final completion of all work.

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

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

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

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

§ 5.2 Final Payment

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

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

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

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

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the

absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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

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

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

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

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

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

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

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

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

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

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

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

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

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

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

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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

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

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

AIA Document A101® – 2017 Exhibit A

Insurance and Bonds

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

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

Moline-Coal Valley School District No. 40
Hamilton Duct Replacement

THE OWNER:
(Name, legal status and address)

Moline-Coal Valley School District No. 40
1900 52nd Avenue
Moline, Illinois 61265
Telephone Number: (309) 743-1600

THE CONTRACTOR:
(Name, legal status and address)

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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 Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

ARTICLE A.1 GENERAL
The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE
§ A.2.1 General
Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance
§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

Causes of Loss	Sub-Limit

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

Coverage	Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

User Notes: (640e2aedf442e4498d0967fd)

§ A.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

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

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

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

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

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

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

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

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) each occurrence, One Million Dollars and Zero Cents ($ 1,000,000.00) general aggregate, and One Million Dollars and Zero Cents ($ 1,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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

.2 personal injury and advertising injury;

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

.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

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

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Hundred Thousand Dollars and Zero Cents ($ 100,000.00) each accident, One Hundred Thousand Dollars and Zero Cents ($ 100,000.00) each employee, and One Hundred Thousand Dollars and Zero Cents ($ 100,000.00) policy limit.

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

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

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

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

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

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

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

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

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

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

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

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

[ ] **§ A.3.3.2.6 Other Insurance**

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

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

Type	Penal Sum ($0.00)
Payment Bond	100% of contract sum
Performance Bond	100% of contract sum

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

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Moline-Coal Valley School District No. 40
2025 Hamilton Duct Replacement

THE OWNER:
(Name, legal status and address)

Moline-Coal Valley School District No. 40
1900 52nd Avenue
Moline, Illinois 61265
Telephone Number: (309) 743-1600

THE ARCHITECT:
(Name, legal status and address)

Legat Architects, Inc.
1515 5th Avenue, Suite 108
Moline, Illinois 61265
Telephone Number: (309) 517-5536

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 to or deleted from the original AIA text.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

TABLE OF ARTICLES

INDEX

(Topics and numbers in bold are Section headings.)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

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

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

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

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

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

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

§ 3.11 Documents and Samples at the Site
The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The

Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7   CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

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

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

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

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

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

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

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

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

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

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

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

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

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

§ 15.2 Initial Decision
§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition

precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

User Notes:

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

SECTION 00 82 00
PREVAILING WAGE REQUIREMENTS

PREVAILING WAGE REQUIREMENTS

5.01 REQUIREMENTS

A. Project: Hamilton Elementary School 2025 Duct Replacement for Moline-Coal Valley School District No. 40.

B. The Contractor and each Subcontractor shall comply with requirements of Illinois Prevailing Wage Act, 820 ILCS Section 130/0.01.

C. Please refer to the Illinois Department of Labor's website at https://www2.illinois.gov/idol/laws-rules/conmed/pages/prevailing-wage-rates.aspx for the requirements and prerequisites of this Act as well as the text of the Act and all related regulations. Please refer questions concerning the Illinois Prevailing Wage Act or the Department of Labor's enforcement of this law, contact the Illinois Department of Labor's Prevailing Wage Division at (217) 782-1710.

D. A partial list of the requirements of the Illinois Prevailing Wage Act is listed after this document and is not intended to be a complete listing or official guide to the Illinois Prevailing Wage Act, but is provided herein to assist the Contractor in understanding some of the basic requirements:

1. All laborers, workers and mechanics employed by or on behalf of a public body in the construction of public works shall be paid the general prevailing rate of hourly wages for work of a similar character in the locality in which the work is performed. See 820 ILCS § 130/3.
2. If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner, will notify Contractor and each Subcontractor of the changes in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum. See 820 ILCS § 130/4(a), (d).
3. The Contractor and each Subcontractor must insert a provision or stipulation regarding the payment of the prevailing wage rate into their subcontracts and contractor's bond. See 820 ILCS § 130/4(b), (c).
4. The Contractor and each Subcontractor who have been awarded public works contracts must post the relevant prevailing wage rate(s) at a location on the project site that is easily accessible by workers. See 820 ILCS §130/4(f).
5. The Contractor and all subcontractors shall conform to the Illinois Statutory requirements regarding the submission of Certified Transcripts of Payroll.
    a. Certified Transcripts of Payroll are to be prepared and are to document every hour worked by all persons identified by the Illinois Prevailing Wage Act who are employed by the Work of this project.
    b. Certified Transcripts of Payroll are to be submitted directly to the Illinois Department of Labor via their on-line, Certified Transcript of Payroll Portal no later than the 15th of each calendar month following a month in which construction on the project has occurred.
    c. The Contractor and all subcontractors shall provide original copies of the Certified Transcripts of Payroll to the Owner with each pay application.
    d. The Contractor and/or subcontractor(s) are aware that filing Certified Transcripts of Payroll known to be false is a class B misdemeanor. See 820 ILCS §130/5(a)(2).
6. The Contractor and each Subcontractor shall create, and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS § 130/5(a)(1), (b).

END OF SECTION 00 82 00

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.01 PROJECT

A. Project Name: Hamilton Elementary School 2025 Duct Replacement

B. Owner's Name: Moline-Coal Valley SD #40.

C. Architect's Name: Legat Architects, Inc..

D. The Project consists of the alteration of Hamilton Elementary School 2025 Duct Replacement.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

1.03 OWNER OCCUPANCY

A. Owner intends to continue to occupy adjacent portions of the existing site during the entire construction period.

B. Owner intends to occupy the Project upon Substantial Completion.

C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

D. Schedule the Work to accommodate Owner occupancy.

1.04 CONTRACTOR USE OF SITE AND PREMISES

A. Construction Operations: Limited to areas noted on Drawings.
   1. Locate and conduct construction activities in ways that will limit disturbance to site.

B. Arrange use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Others. The turf field and track to be removed and replaced under a separate contract. Contractors are responsible for coordinating work on site with turf and track contractors to ensure all parties are knowledgeable of the work happening.
   3. Work by Owner.
   4. Use of site and premises by the public.

C. Provide access to and from site as required by law and by Owner:
   1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
   2. Do not obstruct roadways, sidewalks, or other public ways without permit.

D. Existing building spaces may not be used for storage.

E. Utility Outages and Shutdown:
   1. Prevent accidental disruption of utility services to other facilities.

END OF SECTION 01 10 00

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedures for preparation and submittal of applications for progress payments.

B. Documentation of changes in Contract Sum and Contract Time.

C. Change procedures.

D. Correlation of Contractor submittals based on changes.

E. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

A. Section 00 50 00 - Contracting Forms and Supplements: Forms to be used.

B. Section 01 21 00 - Allowances: Payment procedures relating to allowances.

C. Section 01 78 00 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.

C. Forms filled out by hand will not be accepted.

D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.

E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.

F. Include in each line item, the amount of Allowances specified in this section.

G. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.

H. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

A. Payment Period: Submit at intervals stipulated in the Agreement.

B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.

C. Forms filled out by hand will not be accepted.

D. For each item, provide a column for listing each of the following:
   1. Item Number.
   2. Description of work.
   3. Scheduled Values.
   4. Previous Applications.
   5. Work in Place and Stored Materials under this Application.
   6. Authorized Change Orders.
   7. Total Completed and Stored to Date of Application.
   8. Percentage of Completion.
   9. Balance to Finish.
   10. Retainage.

E. Execute certification by signature of authorized officer.

F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.

H. Submit one electronic and three hard-copies of each Application for Payment.

I. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.

B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
   1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
   2. Promptly execute the change.

C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within ____ days.

D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 60 00.

E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
   1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
   2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
   3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
   4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.

F. Substantiation of Costs: Provide full information required for evaluation.
   1. On request, provide the following data:
      a. Quantities of products, labor, and equipment.
      b. Taxes, insurance, and bonds.
      c. Overhead and profit.
      d. Justification for any change in Contract Time.
      e. Credit for deletions from Contract, similarly documented.
   2. Support each claim for additional costs with additional information:
      a. Origin and date of claim.
      b. Dates and times work was performed, and by whom.
      c. Time records and wage rates paid.
      d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

G. Adjustments to the Contract Sum, excluding those calculated using unit prices, shall calculate overhead, profit, and general conditions combined at the following percentages of the cost attributed to the change in the Work:
   1. For the Contractor, for Work performed by the Contractor's own forces, add ten percent (10%) of the cost of the Work.
   2. For the Contractor, for Work performed by the Contractor's Subcontractors, add five percent (5%) of the cost of the Work.
   3. For each Subcontractor or Sub-subcontractor involved, for Work performed by the Subcontractor or Sub-subcontractor own forces, add ten percent (10%) of the cost of the Work.
   4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, add five percent (5%) of the cost of the Work.
   5. When both additions and credits are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any.

H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.

J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

B. Application for Final Payment will not be considered until the following have been accomplished:
   1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 20 00

SECTION 01 21 00
ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Contingency allowance.

1.02 RELATED REQUIREMENTS

A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 CONTINGENCY ALLOWANCE

A. Description: Allowance dollars to be used for unforseen Work related to the Work identified in the Contract Documents.

B. Scope of work to be determined in th field based on actual field conditions.

C. Contractor will provide a negotiated price for the determined scope of work.

D. Contractor's costs shall include products, materials, delivery, equipment rental, installation, labor, and payroll.

E. Contractor's costs shall exclude overhead, profit, insurance, and bonds which shall be included in the Base Bid and not in Allowance Authorizstion Request's (AARs).

F. Funds will be drawn from the Contingency Allowance only by approved Allowance Authorization Requests (AARs).

G. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

1.04 ALLOWANCES SCHEDULE

A. Contingency Allowance: Include the stipulated sum/price of $20,000 for use upon Owner's instructions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 21 00

SECTION 01 23 00
ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Description of Alternates.

B. Procedures for pricing Alternates.

C. Documentation of changes to Contract Price and Contract Time.

1.02 RELATED REQUIREMENTS

A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

B. Document 00 52 00 - Agreement Form: Incorporating monetary value of accepted Alternates.

1.03 ALTERNATES

A. The Bids for the Alternates described herein required in order for the Owner to obtain information necessary for the proper consideration of the Project in its entirety.

B. Definitions: Alternates are defined as alternate products, materials, equipment, installations, or systems for the Work, which may, at Owner's option and under terms established by Instructions to Bidders, be selected and recorded in the Owner-Contractor Agreement to either supplement or displace corresponding basic requirements of the Contract Documents. Alternates may or may not substantially change scope and general character of the Work, and must not be confused with "allowances", "unit prices", "changes orders", "substitutions", or other similar provisions.

1.04 ACCEPTANCE OF ALTERNATES

A. Alternate pricing shall be held for 60 days unless a provision of the alternate calls for additional timie for Owner's consideration.

B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.

C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

D. Any listing of various trades is not necessarily all-inclusive or exclusionary of any Bid Category that may have cost impacts from an alternate. All Bid Category prime bidders are to bid on all alternates that have work associated with their scope of work. If there is no indication of a change in price on a particular alternate by a Bidder, it shall be interpreted at the Construction Manager's discretion that there is a zero dollar cost change to modify the scope for that particular alternate.

1.05 SCHEDULE OF ALTERNATES

A. Alternate No. 1 - Existing Return Ductwork Replacement:
   1. Alternate Item: Refer to Civil and Architectural Drawings for work associated with alternate including, remove and replace existing return ductwork with new return ductwork as noted in the bid documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 23 00

SECTION 01 25 00
SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

A. Section 00 21 13 - Instructions to Bidders: Restrictions on timing of substitution requests.

B. Section 00 43 25 - Substitution Request Form - During Procurement: Required form for substitution requests made prior to award of contract (During procurement).

C. Section 01 21 00 - Allowances, for cash allowances affecting this section.

D. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.

E. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
   1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
      a. Unavailability.
      b. Regulatory changes.
   2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
      a. Substitution requests offering advantages solely to the Contractor will not be considered.

1.04 REFERENCE STANDARDS

A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

A. Provide products as specified unless substitutions are submitted in the manner described herin, accepted, and documented.

B. Products proposed for substitution that do not meet or exceed all aspects of the products specified will not b

C. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
   2. Agrees to provide the same warranty for the substitution as for the specified product.
   3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
   4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
   5. Waives claims for additional costs or time extension that may subsequently become apparent.
   6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.

D. A Substitution Request for specified installer constitutes a representation that the submitter:
   1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.

E. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

F. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
   1. CSI Substitution Request form is required. Contractor's Substitution Request documentation must include the following:
      a. Project Information:
         1) Official project name and number, and any additional required identifiers established in Contract Documents.
         2) Owner's, Architect's, and Contractor's names.
      b. Substitution Request Information:
         1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
         2) Indication of whether the substitution is for cause or convenience.
         3) Issue date.
         4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
         5) Description of Substitution.
         6) Reason why the specified item cannot be provided.
         7) Differences between proposed substitution and specified item.
         8) Description of how proposed substitution affects other parts of work.
      c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
         1) Physical characteristics.
         2) In-service performance.
         3) Expected durability.
         4) Visual effect.
         5) Sustainable design features.
         6) Warranties.
         7) Other salient features and requirements.
         8) Include, as appropriate or requested, the following types of documentation:
            (a) Product Data:
            (b) Samples.
            (c) Certificates, test, reports or similar qualification data.
            (d) Drawings, when required to show impact on adjacent construction elements.
      d. Impact of Substitution:
         1) Savings to Owner for accepting substitution.
         2) Change to Contract Time due to accepting substitution.

G. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. Prior to Bid Closing: Substitute products will be considered up to four (4) business days prior to bid closing. Requests received after this date will not be considered.
   1. When a request to substitute a prduct is made, Architect may approve the substitution and, if approved, will document the approval by issuing an Addendum to known bidders.

B. At Time of Bid Closing: Substitute products will be considered if submitted as an attachment to the bidding forms.

C. Submittal Time Restrictions:

1. Section 00 21 13 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. After the Bid Closing: No substitutions will be considered unless one or more of the following conditions exist:
   1. Product is discontinued.
   2. Delays beyond control such as labor strikes, lockouts, severe weather conditions, fires, or acts of God which may preclude the production and/or delivery of products for purposes of the Project.

B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.

C. Substitutions will not be considered under one or more of the following circumstances:
   1. Failure to award subcontract in sufficient time;
   2. Failure to place orders to ensure delivery without delaying work.
   3. Insuufficient quantity of product;
   4. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
   5. Without a separate written request.
   6. When acceptance will require revisions to Contract Documents.
   7. When they offer advantages solely to the Contractor.

3.04 RESOLUTION

A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

B. Architect will notify Contractor in writing of decision to accept or reject request.

3.05 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.

B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION 01 25 00

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General administrative requirements.

B. Preconstruction meeting.

C. Progress meetings.

D. Construction progress schedule.

E. Coordination drawings.

F. Submittals for review, information, and project closeout.

G. Number of copies of submittals.

H. Submittal procedures.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary

B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.

C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Comply with requirements of Section 01 70 00 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.

1.04 PROJECT COORDINATIOR

A. Project Coordinator: Contractor(s).

B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.

C. During construction, coordinate use of site and facilities through the Project Coordinator.

D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 10 00 - Summary.

F. Coordinate field engineering and layout work under instructions of the Project Coordinator.

G. Make the following types of submittals to Architect through the Project Coordinator:
1. Requests for Interpretation.
2. Requests for substitution.
3. Shop drawings, product data, and samples.
4. Manufacturer's instructions and field reports.
5. Applications for payment and change order requests.
6. Progress schedules.
7. Coordination drawings.
8. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting after Notice of Award.

B. Attendance Required:
   1. Owner.
   2. Architect.
   3. Contractor.

C. Agenda:
   1. Execution of Owner-Contractor Agreement.
   2. Submission of executed bonds and insurance certificates.
   3. Distribution of Contract Documents.
   4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
   5. Designation of personnel representing the parties to Contract and Architect.
   6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
   7. Scheduling.

D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals.

B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required:
   1. Contractor.
   2. Owner.
   3. Architect.
   4. Contractor's superintendent.
   5. Major subcontractors.

D. Agenda:
   1. Review minutes of previous meetings.
   2. Review of work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems that impede, or will impede, planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Maintenance of progress schedule.
   7. Corrective measures to regain projected schedules.
   8. Planned progress during succeeding work period.
   9. Coordination of projected progress.
   10. Maintenance of quality and work standards.
   11. Effect of proposed changes on progress schedule and coordination.
   12. Other business relating to work.

E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
   1. Include written certification that major contractors have reviewed and accepted proposed schedule.

C. Within 10 days after joint review, submit complete schedule.

D. Submit updated schedule with each Application for Payment.

3.04 COORDINATION DRAWINGS

A. Provide information required by Project Coordinator for preparation of coordination drawings.

B. Review drawings prior to submission to Architect.

3.05 SUBMITTALS FOR REVIEW

A. When the following are specified in individual sections, submit them for review:
   1. Product data.
   2. Shop drawings.
   3. Samples for selection.
   4. Samples for verification.

B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.

C. Samples will be reviewed for aesthetic, color, or finish selection.

D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

A. When the following are specified in individual sections, submit them for information:
   1. Design data.
   2. Certificates.
   3. Test reports.
   4. Inspection reports.
   5. Manufacturer's instructions.
   6. Manufacturer's field reports.
   7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

A. Submit Correction Punch List for Substantial Completion.

B. Submit Final Correction Punch List for Substantial Completion.

C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
   1. Project record documents.
   2. Operation and maintenance data.
   3. Warranties.
   4. Bonds.
   5. Other types as indicated.

D. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

A. Documents for Review:
   1. Small Size Sheets, Not Larger Than 8-1/2 by 11 inches: Submit the number of copies that Contractor requires, plus one copy that will be retained by Architect.

B. Documents for Information: Submit one copy.

C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
   1. After review, produce duplicates.
   2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

A. General Requirements:
   1. Transmit using approved form.
   2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
   3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
   4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
   5. Schedule submittals to expedite the Project, and coordinate submission of related items.
      a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
   6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
   7. Provide space for Contractor and Architect review stamps.
   8. When revised for resubmission, identify all changes made since previous submission.
   9. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
   10. Submittals not requested will not be recognized or processed.

END OF SECTION 01 30 00

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittals.

B. Quality assurance.

C. References and standards.

D. Testing and inspection agencies and services.

E. Contractor's construction-related professional design services.

F. Contractor's design-related professional design services.

G. Control of installation.

H. Mock-ups.

I. Tolerances.

J. Manufacturers' field services.

K. Defect Assessment.

1.02 RELATED REQUIREMENTS

A. Document 00 72 00 - General Conditions: Inspections and approvals required by public authorities.

B. Section 01 21 00 - Allowances: Allowance for payment of testing services.

C. Section 01 30 00 - Administrative Requirements: Submittal procedures.

D. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

A. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2024.

B. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2023.

C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.

D. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2023.

E. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

1.04 DEFINITIONS

A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.

B. Contractor's Professional Design Services: Design of some aspect or portion of the project by party other than the design professional of record. Provide these services as part of the Contract for Construction.

1. Design Services Types Required:
    a. Construction-Related: Services Contractor needs to provide in order to carry out the Contractor’s sole responsibilities for construction means, methods, techniques, sequences, and procedures.
    b. Design-Related: Design services explicitly required to be performed by another design professional due to highly-technical and/or specialized nature of a portion of the project. Services primarily involve engineering analysis, calculations, and design, and are not intended to alter the aesthetic aspects of the design.

C. Design Data: Design-related, signed and sealed drawings, calculations, specifications, certifications, shop drawings and other submittals provided by Contractor, and prepared directly by, or under direct supervision of, appropriately licensed design professional.

1.05 CONTRACTOR'S CONSTRUCTION-RELATED PROFESSIONAL DESIGN SERVICES

A. Coordination: Contractor's professional design services are subject to requirements of project's Conditions for Construction Contract.

B. Provide such engineering design services as may be necessary to plan and safely conduct certain construction operations, pertaining to, but not limited to the following:
   1. Temporary sheeting, shoring, or supports.
   2. Temporary scaffolding.
   3. Temporary bracing.
   4. Temporary hoist(s) and rigging.

1.06 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Designer's Qualification Statement: Submit for Architect's knowledge as contract administrator, or for Owner's information.
   1. Include information for each individual professional responsible for producing, or supervising production of, design-related professional services provided by Contractor.
      a. Full name.
      b. Professional licensure information.
      c. Statement addressing extent and depth of experience specifically relevant to design of items assigned to Contractor.

C. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
   1. Include calculations that have been used to demonstrate compliance to performance and regulatory criteria provided, and to determine design solutions.
   2. Include required product data and shop drawings.
   3. Include a statement or certification attesting that design data complies with criteria indicated, such as building codes, loads, functional, and similar engineering requirements.
   4. Include signature and seal of design professional responsible for allocated design services on calculations and drawings.

D. Test Reports: After each test/inspection, promptly submit two copies of report to Architect and to Contractor.
   1. Include:
      a. Date issued.
      b. Project title and number.
      c. Name of inspector.
      d. Date and time of sampling or inspection.
      e. Identification of product and specifications section.
      f. Location in the Project.
      g. Type of test/inspection.
      h. Date of test/inspection.
      i. Results of test/inspection.
      j. Compliance with Contract Documents.
      k. When requested by Architect, provide interpretation of results.
   2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.

E. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
   1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

F. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

G. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
   1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

H. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Owner.
   1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
   2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Owner.

1.07 QUALITY ASSURANCE

A. Testing Agency Qualifications:
   1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
   2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
   3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.

B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.08 REFERENCES AND STANDARDS

A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.

C. Obtain copies of standards where required by product specification sections.

D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.09 TESTING AND INSPECTION AGENCIES AND SERVICES

A. Owner will employ services of an independent testing agency to perform certain specified testing; payment for cost of services will be derived from allowance specified in Section 01 21 00; see Section 01 21 00 and applicable sections for description of services included in allowance.

B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.

D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Have work performed by persons qualified to produce required and specified quality.

F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.

B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.

C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

E. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
   1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
   2. Make corrections as necessary until Architect's approval is issued.

F. Architect will use accepted mock-ups as a comparison standard for the remaining Work.

G. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

A. See individual specification sections for testing and inspection required.

B. Testing Agency Duties:
   1. Test samples of mixes submitted by Contractor.
   2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
   3. Perform specified sampling and testing of products in accordance with specified standards.
   4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
   5. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
   6. Perform additional tests and inspections required by Architect.
   7. Submit reports of all tests/inspections specified.

C. Limits on Testing/Inspection Agency Authority:
   1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
   2. Agency may not approve or accept any portion of the Work.
   3. Agency may not assume any duties of Contractor.
   4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:
   1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
   2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
   3. Provide incidental labor and facilities:
      a. To provide access to Work to be tested/inspected.
      b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
      c. To facilitate tests/inspections.
      d. To provide storage and curing of test samples.
   4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
   5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
   6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.

F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

A. Replace Work or portions of the Work not complying with specified requirements.

B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 40 00

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY OF REFERENCE STANDARDS

A. Regulatory requirements applicable to this project are the following:

B. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice; current edition.

C. 28 CFR 36 - Nondiscrimination by Public Accommodations and in Commercial Facilities; Final Rule; Department of Justice; current edition.

D. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.

E. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.

F. 29 CFR 1910 - Occupational Safety and Health Standards; Current Edition.

G. State of Illinois amendments to some or all of the following.

H. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

I. ICC (IFC) - International Fire Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. NFPA 1 - Fire Code; 2024, with Errata.

K. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

L. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

M. ICC (IPC) - International Plumbing Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

N. IAPMO (UPC) - Uniform Plumbing Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

O. ICC (IMC) - International Mechanical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

P. IAPMO (UPC) - Uniform Plumbing Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

Q. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

R. ICC (IECC) - International Energy Conservation Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.02 RELATED REQUIREMENTS

A. Section 01 40 00 - Quality Requirements.

1.03 QUALITY ASSURANCE

A. Contractor's Designer Qualifications: Refer to Section - 01 40 00 - Quality Requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 41 00

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary utilities.

B. Temporary Controls: Barriers.

C. Security requirements.

D. Vehicular access and parking.

E. Waste removal facilities and services.

F. Project identification sign.

1.02 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.

B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.

1.03 TEMPORARY UTILITIES

A. Owner will provide the following:
   1. Electrical power, consisting of connection to existing facilities.
   2. Water supply, consisting of connection to existing facilities.

B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.06 VEHICULAR ACCESS AND PARKING

A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.

B. Coordinate access and haul routes with governing authorities and Owner.

C. Provide and maintain access to fire hydrants, free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets.

E. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.07 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.08 PROJECT IDENTIFICATION

A. Provide project identification sign of design and construction indicated on drawings.

B. Erect on site at location indicated.

C. No other signs are allowed without Owner permission except those required by law.

1.09 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.

C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 50 00

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. General product requirements.

B. Re-use of existing products.

C. Transportation, handling, storage and protection.

D. Product option requirements.

E. Substitution limitations.

F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.

B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.

C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by Contract Documents.

B. Use of products having any of the following characteristics is not permitted:

2.03 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.04 MAINTENANCE MATERIALS

A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.

B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 25 00 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.

B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

D. Transport and handle products in accordance with manufacturer's instructions.

E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.

H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

A. Provide protection of stored materials and products against theft, casualty, or deterioration.

B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.

C. Store and protect products in accordance with manufacturers' instructions.

D. Store with seals and labels intact and legible.

E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.

F. For exterior storage of fabricated products, place on sloped supports above ground.

G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.

H. Comply with manufacturer's warranty conditions, if any.

I. Do not store products directly on the ground.

J. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

L. Prevent contact with material that may cause corrosion, discoloration, or staining.

M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 60 00

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Examination, preparation, and general installation procedures.

B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.

C. Cutting and patching.

D. Cleaning and protection.

E. Starting of systems and equipment.

F. Demonstration and instruction of Owner personnel.

G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

H. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.

B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.

C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.

D. Section 01 71 23 - Field Engineering: Additional requirements for field engineering and surveying work.

E. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.

F. Section 01 79 00 - Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections

G. Section 02 41 00 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
   1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences. Include design drawings and calculations for bracing and shoring.
   2. Identify demolition firm and submit qualifications.
   3. Include a summary of safety procedures.

C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
   1. Structural integrity of any element of Project.
   2. Integrity of weather exposed or moisture resistant element.
   3. Efficiency, maintenance, or safety of any operational element.
   4. Visual qualities of sight exposed elements.
   5. Work of Owner or separate Contractor.

D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 PROJECT CONDITIONS

A. Use of explosives is not permitted.

B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

D. Perform dewatering activities, as required, for the duration of the project.

E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
   1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.

G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
   1. Minimize amount of bare soil exposed at one time.
   2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
   3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
   4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

H. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.

I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.06 COORDINATION

A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Notify affected utility companies and comply with their requirements.

C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. Coordinate completion and clean-up of work of separate sections.

G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

A. New Materials: As specified in product sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.

B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.

E. Verify that utility services are available, of the correct characteristics, and in the correct locations.

F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 GENERAL INSTALLATION REQUIREMENTS

A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.

B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.

C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.

D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.

E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.04 ALTERATIONS

A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
   1. Verify that construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of alterations work constitutes acceptance of existing conditions.

B. Remove existing work as indicated and as required to accomplish new work.
   1. Remove items indicated on drawings.
   2. Relocate items indicated on drawings.

3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.

C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
     a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
     b. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. Remove abandoned pipe, ducts, conduits, and equipment , including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.

D. Protect existing work to remain.
  1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.

E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.

F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.

G. Refinish existing surfaces as indicated:
  1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

H. Clean existing systems and equipment.

I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.

J. Do not begin new construction in alterations areas before demolition is complete.

K. Comply with all other applicable requirements of this section.

3.05 CUTTING AND PATCHING

A. Whenever possible, execute the work by methods that avoid cutting or patching.

B. See Alterations article above for additional requirements.

C. Perform whatever cutting and patching is necessary to:
  1. Complete the work.
  2. Fit products together to integrate with other work.

3. Provide openings for penetration of mechanical, electrical, and other services.
4. Match work that has been cut to adjacent work.
5. Repair areas adjacent to cuts to required condition.
6. Repair new work damaged by subsequent work.
7. Remove samples of installed work for testing when requested.
8. Remove and replace defective and non-complying work.

D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.

E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.

F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

G. Restore work with new products in accordance with requirements of Contract Documents.

H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.

J. Patching:
1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
2. Match color, texture, and appearance.
3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

A. Protect installed work from damage by construction operations.

B. Provide special protection where specified in individual specification sections.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 SYSTEM STARTUP

A. Coordinate schedule for start-up of various equipment and systems.

B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.

C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

D. Verify that wiring and support components for equipment are complete and tested.

E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.

F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.09 DEMONSTRATION AND INSTRUCTION

A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.

B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

3.10 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.11 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Use cleaning materials that are nonhazardous.

C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.

E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.

F. Clean filters of operating equipment.

G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.

H. Clean site; sweep paved areas, rake clean landscaped surfaces.

I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

A. Make submittals that are required by governing or other authorities.
   1. Provide copies to Architect.

B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.

C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.

D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.

F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.

H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.13 MAINTENANCE

A. Provide service and maintenance of components indicated in specification sections.

B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.

D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.

E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION 01 70 00

SECTION 01 76 10
TEMPORARY PROTECTIVE COVERINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary protective coverings for installed floors, walls, and other surfaces.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

A. ANSI A135.4 - Basic Hardboard; 2012 (Reaffirmed 2020).

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes available; and installation instructions.

PART 2 PRODUCTS

2.01 GENERAL

A. Provide materials that are easily removed without damage to the surfaces covered and with the following characteristics:

2.02 MATERIALS

A. Sheet Materials:
   1. Recycled paperboard/plastic composite sheet.
   2. Recycled paperboard sheet.

PART 3 EXECUTION

3.01 PREPARATION

A. Remove dirt and debris from surfaces to be protected.

3.02 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Trim or overlap sheet materials to fit area to be covered.

C. Roll out and cut rolled materials to fit area to be covered.

D. Tape seams. Avoid taping directly to finished surfaces.

3.03 REMOVAL

A. Remove protective coverings prior to Date of Substantial Completion. Reuse or recycle materials if possible.

END OF SECTION 01 76 10

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Project record documents.

B. Operation and maintenance data.

C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.

B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.

C. Individual Product Sections: Specific requirements for operation and maintenance data.

D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.

B. Operation and Maintenance Data:
   1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
   2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
   3. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:
   1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
   2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
   3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Addenda.
   3. Change Orders and other modifications to the Contract.
   4. Reviewed shop drawings, product data, and samples.
   5. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Field changes of dimension and detail.
5. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

A. For Each Product, Applied Material, and Finish:
   1. Product data, with catalog number, size, composition, and color and texture designations.

B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.

C. Additional information as specified in individual product specification sections.

D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

A. For Each Item of Equipment and Each System:
   1. Description of unit or system, and component parts.
   2. Identify function, normal operating characteristics, and limiting conditions.
   3. Include performance curves, with engineering data and tests.
   4. Complete nomenclature and model number of replaceable parts.

B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

D. Include color coded wiring diagrams as installed.

E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

F. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.

E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.

H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

3.06 WARRANTIES AND BONDS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

END OF SECTION 01 78 00

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.

B. Section 01 10 00 - Summary: Description of items to be salvaged or removed for re-use by Contractor.

C. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.

D. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.

E. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 DEFINITIONS

A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.

B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.

C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.

D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.

E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
   1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
   2. Summary of safety procedures.
   3. Demolition firm qualifications.

1.06 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Company specializing in the type of work required.
   1. Minimum of five years of documented experience.

PART 2 PRODUCTS

2.01 MATERIALS

PART 3 EXECUTION

3.01 DEMOLITION

A. Remove items indicated, for salvage, relocation, and recycling.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
   1. Obtain required permits.
   2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
   3. Provide, erect, and maintain temporary barriers and security devices.
   4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
   5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
   6. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
   7. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
   8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.

B. Do not begin removal until receipt of notification to proceed from Owner.

C. Do not begin removal until built elements to be salvaged or relocated have been removed.

D. Protect existing structures and other elements to remain in place and not removed.
   1. Provide bracing and shoring.
   2. Prevent movement or settlement of adjacent structures.
   3. Stop work immediately if adjacent structures appear to be in danger.

E. Hazardous Materials:
   1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.

3.03 SELECTIVE DEMOLITION FOR ALTERATIONS

A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
   1. Verify construction and utility arrangements are as indicated.
   2. Report discrepancies to Architect before disturbing existing installation.
   3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.

B. Remove existing work as indicated and required to accomplish new work.
   1. Remove items indicated on drawings.

C. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
   1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
   2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready

for service.

3. Verify that abandoned services serve only abandoned facilities before removal.
4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.

D. Protect existing work to remain.
   1. Prevent movement of structure. Provide shoring and bracing as required.
   2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
   3. Repair adjacent construction and finishes damaged during removal work.
   4. Patch to match new work.

3.04 DEBRIS AND WASTE REMOVAL

A. Remove debris, junk, and trash from site.

B. Leave site in clean condition, ready for subsequent work.

C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION 02 41 00

SECTION 09 51 00
ACOUSTICAL CEILINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Suspended metal grid ceiling system.

B. Acoustical units.

1.02 REFERENCE STANDARDS

A. ASTM C635/C635M - Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2022.

B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2019.

C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2022.

D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2023.

E. ISO 14644-1 - Cleanrooms and Associated Controlled Environments - Part 1: Classification of Air Cleanliness by Particle Concentration; 2015.

F. UL (FRD) - Fire Resistance Directory; Current Edition.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.

B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Shop Drawings: Indicate grid layout and related dimensioning.

C. Product Data: Provide data on suspension system components and acoustical units.

D. Samples: Submit two samples 4 by 4 inch in size illustrating material and finish of acoustical units.

E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.05 QUALITY ASSURANCE

A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 FIELD CONDITIONS

A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acoustic Tiles/Panels:
   1. USG Corporation; ____: www.usg.com/ceilings/#sle.
   2. Substitutions: See Section 01 60 00 - Product Requirements.

B. Suspension Systems:

1. USG Corporation; ____: www.usg.com/ceilings/#sle.
2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ACOUSTICAL UNITS

A. Acoustical Units - General: ASTM E1264, Class A.

B. Acoustical Panels, Type 1: Painted mineral fiber, with the following characteristics:
   1. Classification: ASTM E1264 Type III.
   2. Size: 24 by 24 inches.
   3. Thickness: 3/4 inch.
   4. NRC Range: 0.55 to 0.70, determined in accordance with ASTM E1264.
   5. Panel Edge: Square.
   6. Color: White.
   7. Suspension System: Exposed grid.
   8. Products:
      a. USG Corporation; Radar Education Acoustical Panels: www.usg.com/ceilings/#sle.

C. Acoustical Panels, Type 2: Mineral fiber with membrane-faced overlay, with the following characteristics:
   1. Classification: ASTM E1264 Type IV.
   2. Size: 24 by 24 inches.
   3. Thickness: 7/8 inch.
   4. NRC Range: 0.80 to 0.80, determined in accordance with ASTM E1264.
   5. Panel Edge: Square.
   6. Color: White.
   7. Suspension System: Exposed grid.
   8. Products:
      a. USG Corporation; Mars Healthcare High-NRC Acoustical Panels: www.usg.com/ceilings/#sle.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

D. Acoustical Panels, Type 3: Mineral fiber with membrane-faced overlay, with the following characteristics:
   1. Classification: ASTM E1264 Type IV.
   2. Size: 24 by 24 inches.
   3. Thickness: 5/8 inch.
   4. Ceiling Attenuation Class (CAC): 0.35, determined in accordance with ASTM E1264.
   5. Clean Room Classification: ISO 14644-1, Class 5.
   6. Panel Edge: Square.
   7. Color: White.
   8. Suspension System: Exposed grid.
   9. Products:
      a. USG Corporation; Mars Clean Room Acoustical Panels: www.usg.com/ceilings/#sle.
      b. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 SUSPENSION SYSTEM(S)

A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, and splices as required.

2.04 ACCESSORIES

A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.

B. Hanger Wire: 12 gauge, 0.08 inch galvanized steel wire.

C. Perimeter Moldings: Same metal and finish as grid.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify that layout of hangers will not interfere with other work.

3.02 PREPARATION

A. Install after major above-ceiling work is complete.

B. Coordinate the location of hangers with other work.

3.03 INSTALLATION - SUSPENSION SYSTEM

A. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.

B. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
   1. Use longest practical lengths.

C. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.

D. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.

E. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.

F. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.

G. Do not eccentrically load system or induce rotation of runners.

3.04 INSTALLATION - ACOUSTICAL UNITS

A. Install acoustical units in accordance with manufacturer's instructions.

B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.

C. Fit border trim neatly against abutting surfaces.

D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.

E. Cutting Acoustical Units:
   1. Make field cut edges of same profile as factory edges.

3.05 TOLERANCES

A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.

B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

3.06 CLEANING

A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.

B. Clean surfaces.

C. Replace damaged or abraded components.

END OF SECTION 09 51 00

SECTION 23 00 00

BASIC MECHANICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Division 1 – General Acoustic Considerations – Definitions including:

1. Acoustically Isolated Construction (AIC)
2. Acoustically Sensitive Room (ASR)
3. Noise Producing Room (NPR)

B. Division 9 – Joint Sealants

C. Division 23 – Vibration and Seismic Controls for Mechanical Systems

2.01 SUMMARY

A. Provide acoustical wall, floor, and ceiling penetrations as specified herein and as shown on the Contract Drawings. Verify all dimensions and requirements and coordinate with other trades as necessary to complete the work on schedule.

3.01 SUBMITTALS

A. Provide complete submittal including the following:

1. Manufacturer cut sheets for all products.

B. Shop Drawings: Provide shop drawings for all Penetration Sleeve Assemblies not made by a pre-approved manufacturer listed herein showing the use of alternative products to achieve an airtight closure and no rigid connection between the pipe and the penetrated construction. Additionally, include a narrative for approval which describes specific construction sequencing associated with Alternative Penetration Sleeve Assemblies that will be implemented for:

1. Conditions when the penetrating pipe is installed prior to the future wall, floor, or ceiling construction.
2. Conditions when the penetrating pipe is installed following construction of wall, floor, or ceiling elements.

C. Samples: Provide sample of sleeve construction, complete with sample pipe, to Architect, Mechanical Engineer, and Acoustic Consultant if product is not made by a pre-approved manufacturer listed herein.

PART 2 - PRODUCTS

1.01 APPROVED MANUFACTURERS

A. Mason Industries (Mason), Hauppauge, NY – www.mason-ind.com

B. Kinetics Noise Control (Kinetics), Dublin, OH – www.kineticsnoise.com

C. Amber-Booth Company (ABC), Houston, TX – www.amberbooth.com

D. Vibration Mountings & Controls, Inc. (VMC), Bloomingdale, NJ – www.thevmcgroup.com

E. Armacell LLC (Armacell), Mebane, NC – www.armacell.com

F. Owens Corning (OC), Toledo, OH – www.owenscorning.com

G. Anvil International (Anvil), Exeter, NH – www.anvilintl.com

H. Johns Manville (JM), Denver, CO – www.specjm.com

2.01 DESCRIPTION OF PRODUCTS

A. Resilient Penetration Sleeves for Pipes and Conduit

1. Where specified, resilient pipe and conduit penetrations shall be sleeved to avoid rigid connection between the building structure and the penetrating element.

2. Sleeve assembly shall consist of 1/2 inch (13mm) to 3/4 inch (19mm) formed closed cell neoprene foam or semi-rigid glass fiber liner with a metal surround. Inner diameter of sleeve assembly shall match the outer diameter of the associated pipe/conduit. Sleeve assembly may be split to allow it to be clamped once the pipe/conduit is installed.

3. Acceptable products:

B. Alternative Penetration Sleeve Assembly

1. Where specified, resilient pipe and conduit penetrations shall be sleeved to avoid rigid connection between the building structure and the penetrating element.

2. Alternative Penetration Sleeve Assembly shall consist of a formed closed cell neoprene foam or semi-rigid glass fiber liner with a steel surround. Inner diameter of sleeve assembly shall match the outer diameter of the associated pipe/conduit. Sleeve assembly may be split to allow it to be clamped once the pipe is installed.

3. Acceptable products (Metal Surround):

4. Acceptable products (Liner):

C. Perimeter Isolation Board

1. Where specified, ducts and group penetrations shall be sleeved using a 7 to 10 pound per cubic foot (112 to 160 kg/m^3) semi-rigid fiber or foam board.

2. Acceptable products:

PART 3 - EXECUTION

1.01 GENERAL

A. The Contractor shall notify the Architect and the Acoustics Consultant prior to the installation of millwork, walls, ceilings, or other requirements which would obscure visual inspection of these acoustical products and will provide these parties with an opportunity to review the condition of the mounts prior to any such construction.

2.01 INSTALLATION

A. Duct, Conduit, and Piping Installation, General

1. All duct, conduit, and piping that cross the Extent of AIC shall be supported on vibration isolators for a distance of 8 feet (2.5m) measured linearly along the penetrating element.
2. Vibration isolate duct, conduit, and piping that is connected to vibration isolated equipment, as per Division 23 “Vibration and Seismic Control for Mechanical Systems.”
3. Coordinate locations of pipe and conduit penetrations that require sleeves prior to installing pipe/conduit to ensure sleeves are installed with the pipe/conduit. Installer shall be liable for any additional cost due to revision work or product changes due to sleeves not being initially provided.

B. Duct, Conduit, and Pipe Penetrations at Acoustic Applications:

1. Penetration Type A: Resilient and Airtight Penetration.
   - i. Acoustically Sensitive Rooms with a background noise level of RC-30 or less.
   - ii. Penetrations through walls or slabs crossing and within 8 feet (2.5m) crossing of Acoustically Isolated Construction.
   - iii. Penetrations through walls, floors, or ceilings of Noise Producing Rooms.
   - iv. Wall, floor, or ceiling penetrations within 30 feet (9m) of a connection to vibration isolated equipment.
   - i. Wall, floor, or ceiling openings for Type A penetrations shall be oversized and sleeved to provide an inner diameter 1 to 2 inches (25 to 50mm) greater than the outside dimension of the sleeve or penetrating element.
   - ii. The penetrating element shall be centered in the opening and shall not contact the wall, floor, or ceiling, even after filling.

iii. The resulting gap shall be packed with glass fiber packing material and foam backer rod on both sides of the wall, floor, or ceiling.

iv. The gap shall be caulked to an airtight seal using permanently flexible acoustical sealant on both sides of the wall, floor, or ceiling.

a. Provide for approval a list of alternative products proposed for use to achieve the requirements for airtight seal and no rigid connection between the pipe and the penetrated construction.
b. SWS Split Acoustical Wall Seal (Mason)
c. NSW Sleeve (ABC)
d. VCS Sleeve (VMC)
e. Approved alternative products which follow the execution requirements identified within this specification section.
f. Liner shall be a minimum 1/2 inch (13mm) thick with density of 6 to 10 pounds per cubic foot (96 to 160 kg/m^3)
g. Surround shall be minimum 22 gauge steel. Surround may be split to allow it to be clamped once the pipe/conduit is installed.
h. Roundup Pipe Insulation Saddles (Buckaroos)
i. Pipe Saddles (Anvil)
j. Armaflex (Armacell)
k. Micro-Lok (JM)
l. Approved Equivalent
m. P7 (Mason)
n. PIB (Kinetics)
o. FIBERGLAS Type 707 (Owens Corning)
p. Approved equivalent
q. Type A Penetrations are required for all:
r. Type A Penetrations shall be installed as follows, providing an airtight and resilient penetration:
s. For duct penetrations, provide framed opening with perimeter isolation board surround in lieu of sleeves. Stuff gap between the duct and perimeter isolation board with batt insulation. See contract drawings.

t. Where the use of Firestop is required in the conditions noted above, the packing materials and sealant indicated for Type A penetrations may be replaced with an approved permanently flexible Firestop sealant, creating a resilient and airtight penetration that is also compliant with fire code.

u. In locations not common to Acoustically Sensitive Rooms requiring airtight and resilient penetrations of multiple pipes passing through a wall, floor, or ceiling, it is acceptable to utilize the penetration Type B detail for multiple pipes, as shown on the Contract Drawings.

v. Duct, Pipe, and, Conduit penetrations of walls, floors, and ceilings of Acoustically Sensitive Rooms which do not meet the conditions for Type A or B pipe penetrations shall utilize Type C Penetrations. Requirements for CMU, Concrete, Gypsum Board, or other walls are typical for both sides of the wall.

w. CMU or Concrete walls, floors, and ceilings: Penetrations shall be grouted and caulked into the structure as follows, forming an airtight penetration:

x. Gypsum and wood walls, floors, and ceilings: Penetrations shall be mudded or caulked as follows, forming an airtight penetration:

2. Penetration Type B: Fire Rated Resilient and Airtight Penetration.

3. Penetration Type C: Airtight Penetration

   i. Oversize penetration to provide an inner diameter 1 to 2 inches (25 to 50mm) greater than the outside dimension of the penetrating element.

   ii. Before grout has set, rake a groove around the penetrating element on each side of the wall or slab.

   iii. The groove shall be 1/2 inch (13mm) wide and 1/2 inch (13mm) deep.

   iv. After grout has set, fill the groove full depth with permanently flexible acoustical sealant.

   i. Mud all gaps between gypsum wallboard and penetrating element using joint compound.

   ii. After joint compound has set, caulk all gaps to an airtight seal using approved permanently flexible acoustical sealant.

3.01 PROTECTION

A. Products that would be exposed to the weather shall be wrapped in temporary protective plastic or other weather-tight coating until building is weather tight.

END OF SECTION

SECTION 23 05 29

HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:

1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Thermal-hanger shield inserts.
4. Fastener systems.
5. Pipe stands.
6. Equipment supports.

B. Related Sections:

1. Section 233113 "Metal Ducts" for duct hangers and supports.

1.03 PERFORMANCE REQUIREMENTS

A. Structural Performance: Hangers and supports for HVAC piping and equipment shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

1. Design supports for multiple pipes, including pipe stands, capable of supporting combined weight of supported systems, system contents, and test water.
2. Design equipment supports capable of supporting combined operating weight of supported equipment and connected systems and components.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Signed and sealed by a qualified professional engineer. Show fabrication and installation details and include calculations for the following; include Product Data for components:

1. Trapeze pipe hangers.
2. Metal framing systems.
3. Pipe stands.
4. Equipment supports.

1.05 INFORMATIONAL SUBMITTALS

A. Welding certificates.

1.06 QUALITY ASSURANCE

A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 PRODUCTS

2.01 METAL PIPE HANGERS AND SUPPORTS

A. Carbon-Steel Pipe Hangers and Supports:

1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pregalvanized or hot dipped.
3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel stainless steel.

B. Copper Pipe Hangers:

1. Description: MSS SP-58, Types 1 through 58, copper-coated-steel, factory-fabricated components.
2. Hanger Rods: Continuous-thread rod, nuts, and washer made of copper-coated steel stainless steel.

2.02 TRAPEZE PIPE HANGERS

A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.03 FASTENER SYSTEMS

A. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

B. Mechanical-Expansion Anchors: Insert-wedge-type, zinc-coated stainless- steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.04 PIPE STANDS

A. General Requirements for Pipe Stands: Shop- or field-fabricated assemblies made of manufactured corrosion-resistant components to support roof-mounted piping.

B. Compact Pipe Stand: One-piece plastic unit with integral-rod roller, pipe clamps, or V-shaped cradle to support pipe, for roof installation without membrane penetration.

C. Low-Type, Single-Pipe Stand: One-piece plastic stainless-steel base unit with plastic roller, for roof installation without membrane penetration.

D. High-Type, Single-Pipe Stand:

1. Description: Assembly of base, vertical and horizontal members, and pipe support, for roof installation without membrane penetration.
2. Base: Plastic Stainless steel.
3. Vertical Members: Two or more cadmium-plated-steel or stainless-steel, continuous-thread rods.
4. Horizontal Member: Cadmium-plated-steel or stainless-steel rod with plastic or stainless-steel, roller-type pipe support.

E. High-Type, Multiple-Pipe Stand:

1. Description: Assembly of bases, vertical and horizontal members, and pipe supports, for roof installation without membrane penetration.
2. Bases: One or more; plastic.
3. Vertical Members: Two or more protective-coated-steel channels.
4. Horizontal Member: Protective-coated-steel channel.
5. Pipe Supports: Galvanized-steel, clevis-type pipe hangers.

F. Curb-Mounted-Type Pipe Stands: Shop- or field-fabricated pipe supports made from structural-steel shapes, continuous-thread rods, and rollers, for mounting on permanent stationary roof curb.

2.05 EQUIPMENT SUPPORTS

A. Description: Welded, shop- or field-fabricated equipment support made from structural carbon-steel shapes.

2.06 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.

B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 EXECUTION

3.01 HANGER AND SUPPORT INSTALLATION

A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.

B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.

C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.

D. Fastener System Installation:

1. Install powder-actuated fasteners for use in lightweight concrete or concrete slabs less than 4 inches thick in concrete after concrete is placed and completely cured. Use operators that are licensed by powder-actuated tool manufacturer. Install fasteners according to powder-actuated tool manufacturer's operating manual.
2. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

E. Pipe Stand Installation:

1. Pipe Stand Types except Curb-Mounted Type: Assemble components and mount on smooth roof surface. Do not penetrate roof membrane.
2. Curb-Mounted-Type Pipe Stands: Assemble components or fabricate pipe stand and mount on permanent, stationary roof curb. See Section 077200 "Roof Accessories" for curbs.

F. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.

G. Equipment Support Installation: Fabricate from welded-structural-steel shapes.

H. Install hangers and supports to allow controlled thermal movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

I. Install lateral bracing with pipe hangers and supports to prevent swaying.

J. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

K. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

L. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

M. Insulated Piping:

1. Attach clamps and spacers to piping.
   a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
   b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
   c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
   a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
   a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS and larger if pipe is installed on rollers.
4. Shield Dimensions for Pipe: Not less than the following:
   a. NPS 1/4 to NPS 3-1/2 : 12 inches long and 0.048 inch thick.
   b. NPS 4: 12 inches long and 0.06 inch thick.
   c. NPS 5 and NPS 6: 18 inches long and 0.06 inch thick.
   d. NPS 8 to NPS 14: 24 inches long and 0.075 inch thick.
   e. NPS 16 to NPS 24: 24 inches long and 0.105 inch thick.
5. Pipes NPS 8 and Larger: Include wood or reinforced calcium-silicate-insulation inserts of length at least as long as protective shield.
6. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.02 EQUIPMENT SUPPORTS

A. Fabricate structural-steel stands to suspend equipment from structure overhead or to support equipment above floor.

B. Grouting: Place grout under supports for equipment and make bearing surface smooth.

C. Provide lateral bracing, to prevent swaying, for equipment supports.

3.03 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.04 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 a minimum dry film thickness of 2.0 mils.

B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are required.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

3.05 HANGER AND SUPPORT SCHEDULE

A. Specific hanger and support requirements are in Sections specifying piping systems and equipment.

B. Comply with MSS SP-69 for pipe-hanger selections and applications that are not specified in piping system Sections.

C. Use hangers and supports with galvanized metallic coatings for piping and equipment that will not have field-applied finish.

D. Use nonmetallic coatings on attachments for electrolytic protection where attachments are in direct contact with copper tubing.

E. Use carbon-steel pipe hangers and supports, metal trapeze pipe hangers and attachments for general service applications.

F. Use copper-plated pipe hangers and copper or stainless-steel attachments for copper piping and tubing.

G. Use thermal-hanger shield inserts for insulated piping and tubing.

H. Horizontal-Piping Hangers and Supports: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

   1. Adjustable, Steel Clevis Hangers (MSS Type 1): For suspension of noninsulated or insulated, stationary pipes NPS 1/2 to NPS 30.
   2. Yoke-Type Pipe Clamps (MSS Type 2): For suspension of up to 1050 deg F, pipes NPS 4 to NPS 24, requiring up to 4 inches of insulation.
   3. Carbon- or Alloy-Steel, Double-Bolt Pipe Clamps (MSS Type 3): For suspension of pipes NPS 3/4 to NPS 36, requiring clamp flexibility and up to 4 inches of insulation.
   4. Steel Pipe Clamps (MSS Type 4): For suspension of cold and hot pipes NPS 1/2 to NPS 24 if little or no insulation is required.
   5. Pipe Hangers (MSS Type 5): For suspension of pipes NPS 1/2 to NPS 4, to allow off-center closure for hanger installation before pipe erection.
   6. Adjustable, Swivel Split- or Solid-Ring Hangers (MSS Type 6): For suspension of noninsulated, stationary pipes NPS 3/4 to NPS 8.

7. Adjustable, Steel Band Hangers (MSS Type 7): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
8. Adjustable Band Hangers (MSS Type 9): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
9. Adjustable, Swivel-Ring Band Hangers (MSS Type 10): For suspension of noninsulated, stationary pipes NPS 1/2 to NPS 8.
10. Split Pipe Ring with or without Turnbuckle Hangers (MSS Type 11): For suspension of noninsulated, stationary pipes NPS 3/8 to NPS 8.
11. Extension Hinged or Two-Bolt Split Pipe Clamps (MSS Type 12): For suspension of noninsulated, stationary pipes NPS 3/8 to NPS 3.
12. U-Bolts (MSS Type 24): For support of heavy pipes NPS 1/2 to NPS 30.
13. Clips (MSS Type 26): For support of insulated pipes not subject to expansion or contraction.
14. Pipe Saddle Supports (MSS Type 36): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate.
15. Pipe Stanchion Saddles (MSS Type 37): For support of pipes NPS 4 to NPS 36, with steel-pipe base stanchion support and cast-iron floor flange or carbon-steel plate, and with U-bolt to retain pipe.
16. Adjustable Pipe Saddle Supports (MSS Type 38): For stanchion-type support for pipes NPS 2-1/2 to NPS 36 if vertical adjustment is required, with steel-pipe base stanchion support and cast-iron floor flange.
17. Single-Pipe Rolls (MSS Type 41): For suspension of pipes NPS 1 to NPS 30, from two rods if longitudinal movement caused by expansion and contraction might occur.
18. Adjustable Roller Hangers (MSS Type 43): For suspension of pipes NPS 2-1/2 to NPS 24 (DN 65 to DN 600), from single rod if horizontal movement caused by expansion and contraction might occur.
19. Complete Pipe Rolls (MSS Type 44): For support of pipes NPS 2 to NPS 42 if longitudinal movement caused by expansion and contraction might occur but vertical adjustment is not necessary.
20. Pipe Roll and Plate Units (MSS Type 45): For support of pipes NPS 2 to NPS 24 if small horizontal movement caused by expansion and contraction might occur and vertical adjustment is not necessary.
21. Adjustable Pipe Roll and Base Units (MSS Type 46): For support of pipes NPS 2 to NPS 30 if vertical and lateral adjustment during installation might be required in addition to expansion and contraction.

I. Vertical-Piping Clamps: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Extension Pipe or Riser Clamps (MSS Type 8): For support of pipe risers NPS 3/4 to NPS 24.
2. Carbon- or Alloy-Steel Riser Clamps (MSS Type 42): For support of pipe risers NPS 3/4 to NPS 24 if longer ends are required for riser clamps.

J. Hanger-Rod Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
   1. Steel Turnbuckles (MSS Type 13): For adjustment up to 6 inches for heavy loads.
   2. Steel Clevises (MSS Type 14): For 120 to 450 deg F piping installations.
   3. Swivel Turnbuckles (MSS Type 15): For use with MSS Type 11, split pipe rings.
   4. Malleable-Iron Sockets (MSS Type 16): For attaching hanger rods to various types of building attachments.
   5. Steel Weldless Eye Nuts (MSS Type 17): For 120 to 450 deg F piping installations.

K. Building Attachments: Unless otherwise indicated and except as specified in piping system Sections, install the following types:
   1. Steel or Malleable Concrete Inserts (MSS Type 18): For upper attachment to suspend pipe hangers from concrete ceiling.
   2. Top-Beam C-Clamps (MSS Type 19): For use under roof installations with bar-joist construction, to attach to top flange of structural shape.
   3. Side-Beam or Channel Clamps (MSS Type 20): For attaching to bottom flange of beams, channels, or angles.
   4. Center-Beam Clamps (MSS Type 21): For attaching to center of bottom flange of beams.
   5. Welded Beam Attachments (MSS Type 22): For attaching to bottom of beams if loads are considerable and rod sizes are large.
   6. C-Clamps (MSS Type 23): For structural shapes.
   7. Top-Beam Clamps (MSS Type 25): For top of beams if hanger rod is required tangent to flange edge.
   8. Side-Beam Clamps (MSS Type 27): For bottom of steel I-beams.
   9. Steel-Beam Clamps with Eye Nuts (MSS Type 28): For attaching to bottom of steel I-beams for heavy loads.
   10. Linked-Steel Clamps with Eye Nuts (MSS Type 29): For attaching to bottom of steel I-beams for heavy loads, with link extensions.
   11. Malleable-Beam Clamps with Extension Pieces (MSS Type 30): For attaching to structural steel.
   12. Welded-Steel Brackets: For support of pipes from below or for suspending from above by using clip and rod. Use one of the following for indicated loads:
       a. Light (MSS Type 31): 750 lb .
       b. Medium (MSS Type 32): 1500 lb.

c. Heavy (MSS Type 33): 3000 lb.

13. Side-Beam Brackets (MSS Type 34): For sides of steel or wooden beams.
14. Plate Lugs (MSS Type 57): For attaching to steel beams if flexibility at beam is required.
15. Horizontal Travelers (MSS Type 58): For supporting piping systems subject to linear horizontal movement where headroom is limited.

L. Saddles and Shields: Unless otherwise indicated and except as specified in piping system Sections, install the following types:

1. Steel-Pipe-Covering Protection Saddles (MSS Type 39): To fill interior voids with insulation that matches adjoining insulation.
2. Protection Shields (MSS Type 40): Of length recommended in writing by manufacturer to prevent crushing insulation.
3. Thermal-Hanger Shield Inserts: For supporting insulated pipe.

M. Comply with MSS SP-69 for trapeze pipe-hanger selections and applications that are not specified in piping system Sections.

N. Use powder-actuated fasteners or mechanical-expansion anchors instead of building attachments where required in concrete construction.

END OF SECTION

SECTION 23 05 93

TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:

1. Balancing Air Systems:

   a. Constant-volume air systems.

   b. Induction-unit systems.

1.03 DEFINITIONS

A. AABC: Associated Air Balance Council.

B. NEBB: National Environmental Balancing Bureau.

C. TAB: Testing, adjusting, and balancing.

D. TABB: Testing, Adjusting, and Balancing Bureau.

E. TAB Specialist: An entity engaged to perform TAB Work.

1.04 INFORMATIONAL SUBMITTALS

A. Qualification Data: Within 30 days of Contractor's Notice to Proceed, submit documentation that the TAB contractor and this Project's TAB team members meet the qualifications specified in "Quality Assurance" Article.

B. Contract Documents Examination Report: Within 30 days of Contractor's Notice to Proceed, submit the Contract Documents review report as specified in Part 3.

C. Strategies and Procedures Plan: Within 60 days of Contractor's Notice to Proceed, submit TAB strategies and step-by-step procedures as specified in "Preparation" Article.

D. Certified TAB reports.

E. Sample report forms.

F. Instrument calibration reports, to include the following:

1. Instrument type and make.
2. Serial number.
3. Application.
4. Dates of use.
5. Dates of calibration.

1.05 QUALITY ASSURANCE

A. TAB Contractor Qualifications: Engage a TAB entity certified by AABC, NEBB, or, TABB.

1. TAB Field Supervisor: Employee of the TAB contractor and certified by AABC, NEBB, or, TABB.
2. TAB Technician: Employee of the TAB contractor and who is certified by AABC, NEBB, or, TABB as a TAB technician.

B. TAB Conference: Meet with Architect, Owner, Construction Manager, Commissioning Authority on approval of the TAB strategies and procedures plan to develop a mutual understanding of the details. Require the participation of the TAB field supervisor and technicians. Provide seven days' advance notice of scheduled meeting time and location.

1. Agenda Items:
    a. The Contract Documents examination report.
    b. The TAB plan.
    c. Coordination and cooperation of trades and subcontractors.
    d. Coordination of documentation and communication flow.

C. Certify TAB field data reports and perform the following:
    1. Review field data reports to validate accuracy of data and to prepare certified TAB reports.
    2. Certify that the TAB team complied with the approved TAB plan and the procedures specified and referenced in this Specification.

D. TAB Report Forms: Use standard TAB contractor's forms approved by Architect

E. Instrumentation Type, Quantity, Accuracy, and Calibration: As described in ASHRAE 111, Section 5, "Instrumentation."

F. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."

G. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.7.2.3 - "System Balancing."

1.06 PROJECT CONDITIONS

A. Full Owner Occupancy: Owner will occupy the site and existing building during entire TAB period. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

B. Partial Owner Occupancy: Owner may occupy completed areas of building before Substantial Completion. Cooperate with Owner during TAB operations to minimize conflicts with Owner's operations.

1.07 COORDINATION

A. Notice: Provide seven days' advance notice for each test. Include scheduled test dates and times.

B. Perform TAB after leakage and pressure tests on air distribution systems have been satisfactorily completed.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine the Contract Documents to become familiar with Project requirements and to discover conditions in systems' designs that may preclude proper TAB of systems and equipment.

B. Examine systems for installed balancing devices, such as test ports, gage cocks, thermometer wells, flow-control devices, balancing valves and fittings, and manual volume dampers. Verify that locations of these balancing devices are accessible.

C. Examine the approved submittals for HVAC systems and equipment.

D. Examine design data including HVAC system descriptions, statements of design assumptions for environmental conditions and systems' output, and statements of philosophies and assumptions about HVAC system and equipment controls.

E. Verify that penetrations in plenum walls are sealed and fire-stopped if required.

F. Examine equipment performance data including fan and pump curves.

1. Relate performance data to Project conditions and requirements, including system effects that can create undesired or unpredicted conditions that cause reduced capacities in all or part of a system.

2. Calculate system-effect factors to reduce performance ratings of HVAC equipment when installed under conditions different from the conditions used to rate equipment performance. To calculate system effects for air systems, use tables and charts found in AMCA 201, "Fans and Systems," or in SMACNA's "HVAC Systems - Duct Design." Compare results with the design data and installed conditions.

G. Examine system and equipment installations and verify that field quality-control testing, cleaning, and adjusting specified in individual Sections have been performed.

H. Examine test reports specified in individual system and equipment Sections.

I. Examine HVAC equipment and filters and verify that bearings are greased, belts are aligned and tight, and equipment with functioning controls is ready for operation.

J. Examine terminal units, such as variable-air-volume boxes, and verify that they are accessible and their controls are connected and functioning.

K. Examine strainers. Verify that startup screens are replaced by permanent screens with indicated perforations.

L. Examine three-way valves for proper installation for their intended function of diverting or mixing fluid flows.

M. Examine heat-transfer coils for correct piping connections and for clean and straight fins.

N. Examine system pumps to ensure absence of entrained air in the suction piping.

O. Examine operating safety interlocks and controls on HVAC equipment.

P. Report deficiencies discovered before and during performance of TAB procedures. Observe and record system reactions to changes in conditions. Record default set points if different from indicated values.

3.02 PREPARATION

A. Prepare a TAB plan that includes strategies and step-by-step procedures.

B. Complete system-readiness checks and prepare reports. Verify the following:

1. Permanent electrical-power wiring is complete.

2. Hydronic systems are filled, clean, and free of air.

3. Automatic temperature-control systems are operational.

4. Equipment and duct access doors are securely closed.

5. Balance, smoke, and fire dampers are open.

6. Isolating and balancing valves are open and control valves are operational.

7. Ceilings are installed in critical areas where air-pattern adjustments are required and access to balancing devices is provided.

8. Windows and doors can be closed so indicated conditions for system operations can be met.

3.03 GENERAL PROCEDURES FOR TESTING AND BALANCING

A. Perform testing and balancing procedures on each system according to the procedures contained in SMACNA's "HVAC Systems - Testing, Adjusting, and Balancing" and in this Section.

1. Comply with requirements in ASHRAE 62.1, Section 7.2.2 - "Air Balancing."

B. Cut insulation, ducts, pipes, and equipment cabinets for installation of test probes to the minimum extent necessary for TAB procedures.

1. After testing and balancing, patch probe holes in ducts with same material and thickness as used to construct ducts.

2. After testing and balancing, install test ports and duct access doors that comply with requirements in Section 233300 "Air Duct Accessories."

3. Install and join new insulation that matches removed materials. Restore insulation, coverings, vapor barrier, and finish according to Section 230713 "Duct Insulation," Section 230716 "HVAC Equipment Insulation," and Section 230719 "HVAC Piping Insulation."

C. Mark equipment and balancing devices, including damper-control positions, valve position indicators, fan-speed-control levers, and similar controls and devices, with paint or other suitable, permanent identification material to show final settings.

D. Take and report testing and balancing measurements in inch-pound (IP) units.

3.04 GENERAL PROCEDURES FOR BALANCING AIR SYSTEMS

A. Prepare test reports for both fans and outlets. Obtain manufacturer's outlet factors and recommended testing procedures. Crosscheck the summation of required outlet volumes with required fan volumes.

B. Prepare schematic diagrams of systems' "as-built" duct layouts.

C. For variable-air-volume systems, develop a plan to simulate diversity.

D. Determine the best locations in main and branch ducts for accurate duct-airflow measurements.

E. Check airflow patterns from the outdoor-air louvers and dampers and the return- and exhaust-air dampers through the supply-fan discharge and mixing dampers.

F. Locate start-stop and disconnect switches, electrical interlocks, and motor starters.

G. Verify that motor starters are equipped with properly sized thermal protection.

H. Check dampers for proper position to achieve desired airflow path.

I. Check for airflow blockages.

J. Check condensate drains for proper connections and functioning.

K. Check for proper sealing of air-handling-unit components.

L. Verify that air duct system is sealed as specified in Section 233113 "Metal Ducts."

3.05 PROCEDURES FOR CONSTANT-VOLUME AIR SYSTEMS

A. Adjust fans to deliver total indicated airflows within the maximum allowable fan speed listed by fan manufacturer.

1. Measure total airflow.

a. Where sufficient space in ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow.

2. Measure fan static pressures as follows to determine actual static pressure:

a. Measure outlet static pressure as far downstream from the fan as practical and upstream from restrictions in ducts such as elbows and transitions.

b. Measure static pressure directly at the fan outlet or through the flexible connection.

c. Measure inlet static pressure of single-inlet fans in the inlet duct as near the fan as possible, upstream from the flexible connection, and downstream from duct restrictions.

d. Measure inlet static pressure of double-inlet fans through the wall of the plenum that houses the fan.

3. Measure static pressure across each component that makes up an air-handling unit, rooftop unit, and other air-handling and -treating equipment.

   a. Report the cleanliness status of filters and the time static pressures are measured.

4. Measure static pressures entering and leaving other devices, such as sound traps, heat-recovery equipment, and air washers, under final balanced conditions.

5. Review Record Documents to determine variations in design static pressures versus actual static pressures. Calculate actual system-effect factors. Recommend adjustments to accommodate actual conditions.

6. Obtain approval from Architect for adjustment of fan speed higher or lower than indicated speed. Comply with requirements in HVAC Sections for air-handling units for adjustment of fans, belts, and pulley sizes to achieve indicated air-handling-unit performance.

7. Do not make fan-speed adjustments that result in motor overload. Consult equipment manufacturers about fan-speed safety factors. Modulate dampers and measure fan-motor amperage to ensure that no overload will occur. Measure amperage in full-cooling, full-heating, economizer, and any other operating mode to determine the maximum required brake horsepower.

B. Adjust volume dampers for main duct, submain ducts, and major branch ducts to indicated airflows within specified tolerances.

1. Measure airflow of submain and branch ducts.

   a. Where sufficient space in submain and branch ducts is unavailable for Pitot-tube traverse measurements, measure airflow at terminal outlets and inlets and calculate the total airflow for that zone.

2. Measure static pressure at a point downstream from the balancing damper, and adjust volume dampers until the proper static pressure is achieved.

3. Remeasure each submain and branch duct after all have been adjusted. Continue to adjust submain and branch ducts to indicated airflows within specified tolerances.

C. Measure air outlets and inlets without making adjustments.

1. Measure terminal outlets using a direct-reading hood or outlet manufacturer's written instructions and calculating factors.

D. Adjust air outlets and inlets for each space to indicated airflows within specified tolerances of indicated values. Make adjustments using branch volume dampers rather than extractors and the dampers at air terminals.

1. Adjust each outlet in same room or space to within specified tolerances of indicated quantities without generating noise levels above the limitations prescribed by the Contract Documents.

2. Adjust patterns of adjustable outlets for proper distribution without drafts.

3.06 PROCEDURES FOR INDUCTION-UNIT SYSTEMS

A. Balance primary-air risers by measuring static pressure at the nozzles of the top and bottom units of each riser to determine which risers must be throttled. Adjust risers to indicated airflow within specified tolerances.

B. Adjust each induction unit.

3.07 PROCEDURES FOR MOTORS

A. Motors, 1/2 HP and Larger: Test at final balanced conditions and record the following data:

1. Manufacturer's name, model number, and serial number.

2. Motor horsepower rating.
3. Motor rpm.
4. Efficiency rating.
5. Nameplate and measured voltage, each phase.
6. Nameplate and measured amperage, each phase.
7. Starter thermal-protection-element rating.

B. Motors Driven by Variable-Frequency Controllers: Test for proper operation at speeds varying from minimum to maximum. Test the manual bypass of the controller to prove proper operation. Record observations including name of controller manufacturer, model number, serial number, and nameplate data.

3.08 PROCEDURES FOR CONDENSING UNITS

A. Verify proper rotation of fans.

B. Measure entering- and leaving-air temperatures.

C. Record compressor data.

3.09 PROCEDURES FOR TESTING, ADJUSTING, AND BALANCING EXISTING SYSTEMS

A. Perform a preconstruction inspection of existing equipment that is to remain and be reused.

1. Measure and record the operating speed, airflow, and static pressure of each fan.
2. Measure motor voltage and amperage. Compare the values to motor nameplate information.
3. Check the refrigerant charge.
4. Check the condition of filters.
5. Check the condition of coils.
6. Check the operation of the drain pan and condensate-drain trap.
7. Check bearings and other lubricated parts for proper lubrication.
8. Report on the operating condition of the equipment and the results of the measurements taken. Report deficiencies.

B. Before performing testing and balancing of existing systems, inspect existing equipment that is to remain and be reused to verify that existing equipment has been cleaned and refurbished. Verify the following:

1. New filters are installed.
2. Coils are clean and fins combed.
3. Drain pans are clean.
4. Fans are clean.
5. Bearings and other parts are properly lubricated.
6. Deficiencies noted in the preconstruction report are corrected.

C. Perform testing and balancing of existing systems to the extent that existing systems are affected by the renovation work.

1. Compare the indicated airflow of the renovated work to the measured fan airflows, and determine the new fan speed and the face velocity of filters and coils.
2. Verify that the indicated airflows of the renovated work result in filter and coil face velocities and fan speeds that are within the acceptable limits defined by equipment manufacturer.

3. If calculations increase or decrease the air flow rates and water flow rates by more than 5 percent, make equipment adjustments to achieve the calculated rates. If increase or decrease is 5 percent or less, equipment adjustments are not required.

4. Balance each air outlet.

3.10 TOLERANCES

A. Set HVAC system's air flow rates and water flow rates within the following tolerances:

1. Supply, Return, and Exhaust Fans and Equipment with Fans: Plus or minus 10 percent.
2. Air Outlets and Inlets: Plus or minus 10 percent.
3. Heating-Water Flow Rate: Plus or minus 10 percent.
4. Cooling-Water Flow Rate: Plus or minus 10 percent.

3.11 REPORTING

A. Initial Construction-Phase Report: Based on examination of the Contract Documents as specified in "Examination" Article, prepare a report on the adequacy of design for systems' balancing devices. Recommend changes and additions to systems' balancing devices to facilitate proper performance measuring and balancing. Recommend changes and additions to HVAC systems and general construction to allow access for performance measuring and balancing devices.

B. Status Reports: Prepare monthly progress reports to describe completed procedures, procedures in progress, and scheduled procedures. Include a list of deficiencies and problems found in systems being tested and balanced. Prepare a separate report for each system and each building floor for systems serving multiple floors.

3.12 FINAL REPORT

A. General: Prepare a certified written report; tabulate and divide the report into separate sections for tested systems and balanced systems.

1. Include a certification sheet at the front of the report's binder, signed and sealed by the certified testing and balancing engineer.
2. Include a list of instruments used for procedures, along with proof of calibration.

B. Final Report Contents: In addition to certified field-report data, include the following:

1. Pump curves.
2. Fan curves.
3. Manufacturers' test data.
4. Field test reports prepared by system and equipment installers.
5. Other information relative to equipment performance; do not include Shop Drawings and product data.

C. General Report Data: In addition to form titles and entries, include the following data:

1. Title page.
2. Name and address of the TAB contractor.
3. Project name.
4. Project location.
5. Architect's name and address.
6. Engineer's name and address.
7. Contractor's name and address.
8. Report date.

9. Signature of TAB supervisor who certifies the report.

10. Table of Contents with the total number of pages defined for each section of the report. Number each page in the report.

11. Summary of contents including the following:

    a. Indicated versus final performance.

    b. Notable characteristics of systems.

    c. Description of system operation sequence if it varies from the Contract Documents.

12. Nomenclature sheets for each item of equipment.

13. Data for terminal units, including manufacturer's name, type, size, and fittings.

14. Notes to explain why certain final data in the body of reports vary from indicated values.

15. Test conditions for fans and pump performance forms including the following:

    a. Settings for outdoor-, return-, and exhaust-air dampers.

    b. Conditions of filters.

    c. Cooling coil, wet- and dry-bulb conditions.

    d. Face and bypass damper settings at coils.

    e. Fan drive settings including settings and percentage of maximum pitch diameter.

    f. Inlet vane settings for variable-air-volume systems.

    g. Settings for supply-air, static-pressure controller.

    h. Other system operating conditions that affect performance.

D. System Diagrams: Include schematic layouts of air and hydronic distribution systems. Present each system with single-line diagram and include the following:

1. Quantities of outdoor, supply, return, and exhaust airflows.

2. Water and steam flow rates.

3. Duct, outlet, and inlet sizes.

4. Pipe and valve sizes and locations.

5. Terminal units.

6. Balancing stations.

7. Position of balancing devices.

E. Air-Handling-Unit Test Reports: For air-handling units with coils, include the following:

1. Unit Data:

    a. Unit identification.

    b. Location.

    c. Make and type.

    d. Model number and unit size.

    e. Manufacturer's serial number.

    f. Unit arrangement and class.

    g. Discharge arrangement.

    h. Sheave make, size in inches , and bore.

    i. Center-to-center dimensions of sheave, and amount of adjustments in inches.

j. Number, make, and size of belts.
k. Number, type, and size of filters.

2. Motor Data:
    a. Motor make, and frame type and size.
    b. Horsepower and rpm.
    c. Volts, phase, and hertz.
    d. Full-load amperage and service factor.
    e. Sheave make, size in inches , and bore.
    f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
3. Test Data (Indicated and Actual Values):
    a. Total air flow rate in cfm.
    b. Total system static pressure in inches wg.
    c. Fan rpm.
    d. Discharge static pressure in inches wg.
    e. Filter static-pressure differential in inches wg.
    f. Preheat-coil static-pressure differential in inches wg.
    g. Cooling-coil static-pressure differential in inches wg.
    h. Heating-coil static-pressure differential in inches wg.
    i. Outdoor airflow in cfm.
    j. Return airflow in cfm.
    k. Outdoor-air damper position.
    l. Return-air damper position.
    m. Vortex damper position.

F. Apparatus-Coil Test Reports:
1. Coil Data:
    a. System identification.
    b. Location.
    c. Coil type.
    d. Number of rows.
    e. Fin spacing in fins per inch o.c.
    f. Make and model number.
    g. Face area in sq. ft..
    h. Tube size in NPS.
    i. Tube and fin materials.
    j. Circuiting arrangement.
2. Test Data (Indicated and Actual Values):
    a. Air flow rate in cfm.
    b. Average face velocity in fpm.
    c. Air pressure drop in inches wg.

d. Outdoor-air, wet- and dry-bulb temperatures in deg F.
e. Return-air, wet- and dry-bulb temperatures in deg F.
f. Entering-air, wet- and dry-bulb temperatures in deg F.
g. Leaving-air, wet- and dry-bulb temperatures in deg F.
h. Water flow rate in gpm.
i. Water pressure differential in feet of head or psig.
j. Entering-water temperature in deg F.
k. Leaving-water temperature in deg F.
l. Refrigerant expansion valve and refrigerant types.
m. Refrigerant suction pressure in psig.
n. Refrigerant suction temperature in deg F.
o. Inlet steam pressure in psig.

G. Gas- and Oil-Fired Heat Apparatus Test Reports: In addition to manufacturer's factory startup equipment reports, include the following:

1. Unit Data:
   a. System identification.
   b. Location.
   c. Make and type.
   d. Model number and unit size.
   e. Manufacturer's serial number.
   f. Fuel type in input data.
   g. Output capacity in Btu/h.
   h. Ignition type.
   i. Burner-control types.
   j. Motor horsepower and rpm.
   k. Motor volts, phase, and hertz.
   l. Motor full-load amperage and service factor.
   m. Sheave make, size in inches , and bore.
   n. Center-to-center dimensions of sheave, and amount of adjustments in inches.
2. Test Data (Indicated and Actual Values):
   a. Total air flow rate in cfm.
   b. Entering-air temperature in deg F.
   c. Leaving-air temperature in deg F.
   d. Air temperature differential in deg F.
   e. Entering-air static pressure in inches wg.
   f. Leaving-air static pressure in inches wg.
   g. Air static-pressure differential in inches wg.
   h. Low-fire fuel input in Btu/h.
   i. High-fire fuel input in Btu/h.

j. Manifold pressure in psig.

k. High-temperature-limit setting in deg F.

l. Operating set point in Btu/h.

m. Motor voltage at each connection.

n. Motor amperage for each phase.

o. Heating value of fuel in Btu/h.

H. Electric-Coil Test Reports: For electric furnaces, duct coils, and electric coils installed in central-station air-handling units, include the following:

1. Unit Data:

a. System identification.

b. Location.

c. Coil identification.

d. Capacity in Btu/h.

e. Number of stages.

f. Connected volts, phase, and hertz.

g. Rated amperage.

h. Air flow rate in cfm.

i. Face area in sq. ft..

j. Minimum face velocity in fpm.

2. Test Data (Indicated and Actual Values):

a. Heat output in Btu/h.

b. Air flow rate in cfm.

c. Air velocity in fpm.

d. Entering-air temperature in deg F.

e. Leaving-air temperature in deg F.

f. Voltage at each connection.

g. Amperage for each phase.

I. Fan Test Reports: For supply, return, and exhaust fans, include the following:

1. Fan Data:

a. System identification.

b. Location.

c. Make and type.

d. Model number and size.

e. Manufacturer's serial number.

f. Arrangement and class.

g. Sheave make, size in inches , and bore.

h. Center-to-center dimensions of sheave, and amount of adjustments in inches.

2. Motor Data:

a. Motor make, and frame type and size.

b. Horsepower and rpm.
c. Volts, phase, and hertz.
d. Full-load amperage and service factor.
e. Sheave make, size in inches , and bore.
f. Center-to-center dimensions of sheave, and amount of adjustments in inches.
g. Number, make, and size of belts.

3. Test Data (Indicated and Actual Values):
   a. Total airflow rate in cfm.
   b. Total system static pressure in inches wg.
   c. Fan rpm.
   d. Discharge static pressure in inches wg.
   e. Suction static pressure in inches wg.

J. Round, Flat-Oval, and Rectangular Duct Traverse Reports: Include a diagram with a grid representing the duct cross-section and record the following:

1. Report Data:
   a. System and air-handling-unit number.
   b. Location and zone.
   c. Traverse air temperature in deg F.
   d. Duct static pressure in inches wg.
   e. Duct size in inches.
   f. Duct area in sq. ft..
   g. Indicated air flow rate in cfm.
   h. Indicated velocity in fpm.
   i. Actual air flow rate in cfm.
   j. Actual average velocity in fpm.
   k. Barometric pressure in psig.

K. Air-Terminal-Device Reports:

1. Unit Data:
   a. System and air-handling unit identification.
   b. Location and zone.
   c. Apparatus used for test.
   d. Area served.
   e. Make.
   f. Number from system diagram.
   g. Type and model number.
   h. Size.
   i. Effective area in sq. ft..
2. Test Data (Indicated and Actual Values):
   a. Air flow rate in cfm.

b. Air velocity in fpm.

c. Preliminary air flow rate as needed in cfm.

d. Preliminary velocity as needed in fpm.

e. Final air flow rate in cfm.

f. Final velocity in fpm.

g. Space temperature in deg F.

L. System-Coil Reports: For reheat coils and water coils of terminal units, include the following:

1. Unit Data:

a. System and air-handling-unit identification.

b. Location and zone.

c. Room or riser served.

d. Coil make and size.

e. Flowmeter type.

2. Test Data (Indicated and Actual Values):

a. Air flow rate in cfm.

b. Entering-water temperature in deg F.

c. Leaving-water temperature in deg F.

d. Water pressure drop in feet of head or psig.

e. Entering-air temperature in deg F.

f. Leaving-air temperature in deg F.

M. Pump Test Reports: Calculate impeller size by plotting the shutoff head on pump curves and include the following:

1. Unit Data:

a. Unit identification.

b. Location.

c. Service.

d. Make and size.

e. Model number and serial number.

f. Water flow rate in gpm.

g. Water pressure differential in feet of head or psig.

h. Required net positive suction head in feet of head or psig.

i. Pump rpm.

j. Impeller diameter in inches.

k. Motor make and frame size.

l. Motor horsepower and rpm.

m. Voltage at each connection.

n. Amperage for each phase.

o. Full-load amperage and service factor.

p. Seal type.

2. Test Data (Indicated and Actual Values):
    a. Static head in feet of head or psig.
    b. Pump shutoff pressure in feet of head or psig.
    c. Actual impeller size in inches.
    d. Full-open flow rate in gpm.
    e. Full-open pressure in feet of head or psig.
    f. Final discharge pressure in feet of head or psig.
    g. Final suction pressure in feet of head or psig.
    h. Final total pressure in feet of head or psig.
    i. Final water flow rate in gpm.
    j. Voltage at each connection.
    k. Amperage for each phase.

N. Instrument Calibration Reports:
  1. Report Data:
    a. Instrument type and make.
    b. Serial number.
    c. Application.
    d. Dates of use.
    e. Dates of calibration.

3.13 INSPECTIONS

A. Initial Inspection:
  1. After testing and balancing are complete, operate each system and randomly check measurements to verify that the system is operating according to the final test and balance readings documented in the final report.
  2. Check the following for each system:
    a. Measure airflow of at least 10 percent of air outlets.
    b. Measure water flow of at least 5 percent of terminals.
    c. Measure room temperature at each thermostat/temperature sensor. Compare the reading to the set point.
    d. Verify that balancing devices are marked with final balance position.
    e. Note deviations from the Contract Documents in the final report.

B. Final Inspection:
  1. After initial inspection is complete and documentation by random checks verifies that testing and balancing are complete and accurately documented in the final report, request that a final inspection be made by Architect.
  2. The TAB contractor's test and balance engineer shall conduct the inspection in the presence of Architect.
  3. Architect shall randomly select measurements, documented in the final report, to be rechecked. Rechecking shall be limited to either 10 percent of the total measurements recorded or the extent of measurements that can be accomplished in a normal 8-hour business day.

4. If rechecks yield measurements that differ from the measurements documented in the final report by more than the tolerances allowed, the measurements shall be noted as "FAILED."
5. If the number of "FAILED" measurements is greater than 10 percent of the total measurements checked during the final inspection, the testing and balancing shall be considered incomplete and shall be rejected.

C. TAB Work will be considered defective if it does not pass final inspections. If TAB Work fails, proceed as follows:

1. Recheck all measurements and make adjustments. Revise the final report and balancing device settings to include all changes; resubmit the final report and request a second final inspection.
2. If the second final inspection also fails, Owner may contract the services of another TAB contractor to complete TAB Work according to the Contract Documents and deduct the cost of the services from the original TAB contractor's final payment.

D. Prepare test and inspection reports.

3.14 ADDITIONAL TESTS

A. Within 90 days of completing TAB, perform additional TAB to verify that balanced conditions are being maintained throughout and to correct unusual conditions.

B. Seasonal Periods: If initial TAB procedures were not performed during near-peak summer and winter conditions, perform additional TAB during near-peak summer and winter conditions.

END OF SECTION

SECTION 23 07 13

DUCT INSULATION

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 insulating the following duct services:

1. Indoor, concealed supply, grease duct, and outdoor air.
2. Indoor, exposed supply, grease duct and outdoor air.
3. Indoor, concealed return located in unconditioned space.
4. Indoor, exposed return located in unconditioned space.
5. Outdoor, concealed supply and return.
6. Outdoor, exposed supply and return.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor performance thickness, and jackets (both factory- and field-applied if any).

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
3. Detail application of field-applied jackets.
4. Detail application at linkages of control devices.

C. Samples: For each type of insulation and jacket indicated. Identify each Sample, describing product and intended use. Sample sizes are as follows:

1. Sheet Form Insulation Materials: 12 inches (300 mm) square.
2. Sheet Jacket Materials: 12 inches (300 mm) square.
3. Manufacturer's Color Charts: For products where color is specified, show the full range of colors available for each type of finish material.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer.

B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.

C. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.

B. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

1.7 COORDINATION

A. Coordinate sizes and locations of supports, hangers, and insulation shields specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

B. Coordinate clearance requirements with duct Installer for duct insulation application. Before preparing ductwork Shop Drawings, establish and maintain clearance requirements for installation of insulation and field-applied jackets and finishes and for space required for maintenance.

C. Coordinate installation and testing of heat tracing.

1.8 SCHEDULING

A. Schedule insulation application after pressure testing systems and, where required, after installing and testing heat tracing. Insulation application may begin on segments that have satisfactory test results.

B. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

PART 2 - PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with requirements in "Duct Insulation Schedule, General," "Indoor Duct and Plenum Insulation Schedule," and "Aboveground, Outdoor Duct and Plenum Insulation Schedule" articles for where insulating materials shall be applied.

B. Products shall not contain asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

F. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type II for sheet materials.

G. Polyolefin: Unicellular, polyethylene thermal plastic insulation. Comply with ASTM C 534 or ASTM C 1427, Type I, Grade 1 for tubular materials and Type II, Grade 1 for sheet materials.
   a.

2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.

   1. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
   2. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.

   1. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
   2. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

D. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.

   1. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

E. PVC Jacket Adhesive: Compatible with PVC jacket.

1. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
2. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.

1. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm (0.009 metric perm) at 43-mil (1.09-mm) dry film thickness.
2. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
3. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
4. Color: White.

C. Vapor-Barrier Mastic: Solvent based; suitable for indoor use on below ambient services.

1. Water-Vapor Permeance: ASTM F 1249, 0.05 perm (0.03 metric perm) at 35-mil (0.9-mm) dry film thickness.
2. Service Temperature Range: 0 to 180 deg F (Minus 18 to plus 82 deg C).
3. Solids Content: ASTM D 1644, 44 percent by volume and 62 percent by weight.
4. Color: White.

D. Vapor-Barrier Mastic: Solvent based; suitable for outdoor use on below ambient services.

1. Water-Vapor Permeance: ASTM F 1249, 0.05 perm (0.033 metric perm) at 30-mil (0.8-mm) dry film thickness.
2. Service Temperature Range: Minus 50 to plus 220 deg F (Minus 46 to plus 104 deg C).
3. Solids Content: ASTM D 1644, 33 percent by volume and 46 percent by weight.
4. Color: White.

E. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.

1. Water-Vapor Permeance: ASTM F 1249, 1.8 perms (1.2 metric perms) at 0.0625-inch (1.6-mm) dry film thickness.
2. Service Temperature Range: Minus 20 to plus 180 deg F (Minus 29 to plus 82 deg C).
3. Solids Content: 60 percent by volume and 66 percent by weight.
4. Color: White.

2.4 LAGGING ADHESIVES

A. Description: Comply with MIL-A-3316C, Class I, Grade A and shall be compatible with insulation materials, jackets, and substrates.

1. For indoor applications, use lagging adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2. Fire-resistant, water-based lagging adhesive and coating for use indoors to adhere fire-resistant lagging cloths over duct insulation.
3. Service Temperature Range: 0 to plus 180 deg F (Minus 18 to plus 82 deg C).
4. Color: White.

2.5 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Materials shall be compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
4. Color: Aluminum.
5. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
6. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:

1. Materials shall be compatible with insulation materials, jackets, and substrates.
2. Fire- and water-resistant, flexible, elastomeric sealant.
3. Service Temperature Range: Minus 40 to plus 250 deg F (Minus 40 to plus 121 deg C).
4. Color: White.
5. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
6. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.6 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.

5. Vinyl Jacket: White vinyl with a permeance of 1.3 perms (0.86 metric perm) when tested according to ASTM E 96/E 96M, Procedure A, and complying with NFPA 90A and NFPA 90B.

2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

A. Woven Glass-Fiber Fabric: Approximately 6 oz./sq. yd. (203 g/sq. m) with a thread count of 5 strands by 5 strands/sq. in. (2 strands by 2 strands/sq. mm) for covering ducts.

B. Woven Polyester Fabric: Approximately 1 oz./sq. yd. (34 g/sq. m) with a thread count of 10 strands by 10 strands/sq. in. (4 strands by 4 strands/sq. mm), in a Leno weave, for ducts.

2.8 FIELD-APPLIED CLOTHS

A. Woven Glass-Fiber Fabric: Comply with MIL-C-20079H, Type I, plain weave, and presized a minimum of 8 oz./sq. yd. (271 g/sq. m).

2.9 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.

1. Adhesive: As recommended by jacket material manufacturer.
2. Color: Color as selected by Architect.

D. Metal Jacket:

1. Aluminum Jacket: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005, Temper H-14.

a. Sheet and roll stock ready for shop or field sizing Factory cut and rolled to size.
b. Finish and thickness are indicated in field-applied jacket schedules.
c. Moisture Barrier for Indoor Applications: 1-mil- (0.025-mm-) thick, heat-bonded polyethylene and kraft paper 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper 2.5-mil- (0.063-mm-) thick polysurlyn.
d. Moisture Barrier for Outdoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper 2.5-mil- (0.063-mm-) thick polysurlyn.

2. Stainless-Steel Jacket: ASTM A 167 or ASTM A 240/A 240M.

a. Sheet and roll stock ready for shop or field sizing Factory cut and rolled to size.
b. Material, finish, and thickness are indicated in field-applied jacket schedules.
c. Moisture Barrier for Indoor Applications: 1-mil- (0.025-mm-) thick, heat-bonded polyethylene and kraft paper 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper 2.5-mil- (0.063-mm-) thick polysurlyn.
d. Moisture Barrier for Outdoor Applications: 3-mil- (0.075-mm-) thick, heat-bonded polyethylene and kraft paper 2.5-mil- (0.063-mm-) thick polysurlyn.

E. Self-Adhesive Outdoor Jacket: 60-mil- (1.5-mm-) thick, laminated vapor barrier and waterproofing membrane for installation over insulation located aboveground outdoors; consisting of a rubberized bituminous resin on a crosslaminated polyethylene film covered with white stucco-embossed aluminum-foil facing.

2.10 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Width: 3 inches (75 mm).
2. Thickness: 11.5 mils (0.29 mm).
3. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
6. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Width: 3 inches (75 mm).
2. Thickness: 6.5 mils (0.16 mm).
3. Adhesion: 90 ounces force/inch (1.0 N/mm) in width.
4. Elongation: 2 percent.
5. Tensile Strength: 40 lbf/inch (7.2 N/mm) in width.
6. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.

1. Width: 2 inches (50 mm).
2. Thickness: 6 mils (0.15 mm).
3. Adhesion: 64 ounces force/inch (0.7 N/mm) in width.
4. Elongation: 500 percent.
5. Tensile Strength: 18 lbf/inch (3.3 N/mm) in width.

D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Width: 2 inches (50 mm).
2. Thickness: 3.7 mils (0.093 mm).
3. Adhesion: 100 ounces force/inch (1.1 N/mm) in width.
4. Elongation: 5 percent.
5. Tensile Strength: 34 lbf/inch (6.2 N/mm) in width.

2.11 SECUREMENTS

A. Bands:

1. Stainless Steel: ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316; 0.015 inch (0.38 mm) thick, 1/2 inch (13 mm) 3/4 inch (19 mm) wide with wing seal or closed seal.
2. Aluminum: ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch (0.51 mm) thick, 1/2 inch (13 mm) 3/4 inch (19 mm) wide with wing seal or closed seal.

3. Springs: Twin spring set constructed of stainless steel with ends flat and slotted to accept metal bands. Spring size determined by manufacturer for application.

B. Insulation Pins and Hangers:

1. Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- (2.6-mm-) 0.135-inch- (3.5-mm-) diameter shank, length to suit depth of insulation indicated.

2. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.106-inch- (2.6-mm-) 0.135-inch- (3.5-mm-) diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.

3. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

a. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch (0.76 mm) thick by 2 inches (50 mm) square.
b. Spindle: Copper- or zinc-coated, low-carbon steel Aluminum Stainless steel, fully annealed, 0.106-inch- (2.6-mm-) diameter shank, length to suit depth of insulation indicated.
c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

4. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

a. Baseplate: Perforated, nylon sheet, 0.030 inch (0.76 mm) thick by 1-1/2 inches (38 mm) in diameter.
b. Spindle: Nylon, 0.106-inch- (2.6-mm-) diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches (63 mm).
c. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.

5. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

a. Baseplate: Galvanized carbon-steel sheet, 0.030 inch (0.76 mm) thick by 2 inches (50 mm) square.
b. Spindle: Copper- or zinc-coated, low-carbon steel fully annealed, 0.106-inch- (2.6-mm-) diameter shank, length to suit depth of insulation indicated.
c. Adhesive-backed base with a peel-off protective cover.

6. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

a. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.

7. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- (19-mm-) wide, stainless steel or Monel.

D. Wire: 0.080-inch (2.0-mm) nickel-copper alloy 0.062-inch (1.6-mm) soft-annealed, stainless steel 0.062-inch (1.6-mm) soft-annealed, galvanized steel.

2.12 CORNER ANGLES

A. PVC Corner Angles: 30 mils (0.8 mm) thick, minimum 1 by 1 inch (25 by 25 mm), PVC according to ASTM D 1784, Class 16354-C. White or color-coded to match adjacent surface.

B. Aluminum Corner Angles: 0.040 inch (1.0 mm) thick, minimum 1 by 1 inch (25 by 25 mm), aluminum according to ASTM B 209 (ASTM B 209M), Alloy 3003, 3005, 3105, or 5005; Temper H-14.

C. Stainless-Steel Corner Angles: 0.024 inch (0.61 mm) thick, minimum 1 by 1 inch (25 by 25 mm), stainless steel according to ASTM A 167 or ASTM A 240/A 240M, Type 304 or Type 316.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of insulation application.

1. Verify that systems to be insulated have been tested and are free of defects.
2. Verify that surfaces to be insulated are clean and dry.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.3 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.

B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Keep insulation materials dry during application and finishing.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.

    1. Install insulation continuously through hangers and around anchor attachments.
    2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
    3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:

    1. Draw jacket tight and smooth.
    2. Cover circumferential joints with 3-inch- (75-mm-) wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches (100 mm) o.c.
    3. Overlap jacket longitudinal seams at least 1-1/2 inches (38 mm). Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches (50 mm) 4 inches (100 mm) o.c.

        a. For below ambient services, apply vapor-barrier mastic over staples.

    4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.
    5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.

L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

N. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches (100 mm) beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.4 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches (50 mm) below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches (50 mm).
4. Seal jacket to wall flashing with flashing sealant.

C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches (50 mm).

E. Insulation Installation at Floor Penetrations:

1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches (50 mm).
2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.5 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.6 INSTALLATION OF MINERAL-FIBER INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 percent coverage of duct and plenum surfaces.

2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

   a. On duct sides with dimensions 18 inches (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm) o.c.
   b. On duct sides with dimensions larger than 18 inches (450 mm), place pins 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
   c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
   d. Do not overcompress insulation during installation.
   e. Impale insulation over pins and attach speed washers.
   f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm) o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
   b. Install vapor stops for ductwork and plenums operating below 50 deg F (10 deg C) at 18-foot (5.5-m) intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches (75 mm).

5. Overlap unfaced blankets a minimum of 2 inches (50 mm) on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches (450 mm) o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- (150-mm-) wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.

B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area, for 100 50 <Insert number> percent coverage of duct and plenum surfaces.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:

a. On duct sides with dimensions 18 inches (450 mm) and smaller, place pins along longitudinal centerline of duct. Space 3 inches (75 mm) maximum from insulation end joints, and 16 inches (400 mm) o.c.
b. On duct sides with dimensions larger than 18 inches (450 mm), space pins 16 inches (400 mm) o.c. each way, and 3 inches (75 mm) maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
d. Do not overcompress insulation during installation.
e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.

4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches (50 mm) from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch (13-mm) outward-clinching staples, 1 inch (25 mm) o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.

   a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
   b. Install vapor stops for ductwork and plenums operating below 50 deg F (10 deg C) at 18-foot (5.5-m) intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches (75 mm).

5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- (150-mm-) wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches (150 mm) o.c.

3.7 FIELD-APPLIED JACKET INSTALLATION

A. Where glass-cloth jackets are indicated, install directly over bare insulation or insulation with factory-applied jackets.

   1. Draw jacket smooth and tight to surface with 2-inch (50-mm) overlap at seams and joints.
   2. Embed glass cloth between two 0.062-inch- (1.6-mm-) thick coats of lagging adhesive.
   3. Completely encapsulate insulation with coating, leaving no exposed insulation.

B. Where FSK jackets are indicated, install as follows:

   1. Draw jacket material smooth and tight.
   2. Install lap or joint strips with same material as jacket.
   3. Secure jacket to insulation with manufacturer's recommended adhesive.
   4. Install jacket with 1-1/2-inch (38-mm) laps at longitudinal seams and 3-inch- (75-mm-) wide joint strips at end joints.

5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

C. Where PVC jackets are indicated, install with 1-inch (25-mm) overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.

1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

D. Where metal jackets are indicated, install with 2-inch (50-mm) overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches (300 mm) o.c. and at end joints.

3.8 FIRE-RATED INSULATION SYSTEM INSTALLATION

A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.

B. Insulate duct access panels and doors to achieve same fire rating as duct.

C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Section 078413 "Penetration Firestopping."

D. Fire-Rated Board: Structural-grade, press-molded, xonolite calcium silicate, fireproofing board suitable for operating temperatures up to 1700 deg F (927 deg C). Comply with ASTM C 656, Type II, Grade 6. Tested and certified to provide a [1] [2]-hour fire rating by an NRTL acceptable to authorities having jurisdiction.

1. Products: Subject to compliance with requirements, [provide the following] [provide one of the following] [available products that may be incorporated into the Work include, but are not limited to, the following]:

a. Johns Manville; Super Firetemp M.

E. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a [1] [2]-hour fire rating by an NRTL acceptable to authorities having jurisdiction.

1. Products: Subject to compliance with requirements, [provide the following] [provide one of the following] [available products that may be incorporated into the Work include, but are not limited to, the following]:

a. CertainTeed Corp.; FlameChek.
b. Johns Manville; Firetemp Wrap.
c. Nelson Fire Stop Products; Nelson FSB Flameshield Blanket.
d. Thermal Ceramics; FireMaster Duct Wrap.
e. 3M; Fire Barrier Wrap Products.
f. Unifrax Corporation; FyreWrap.

3.9 FINISHES

A. Insulation with ASJ, Glass-Cloth, or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."

1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.

a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Flexible Elastomeric Thermal Insulation: After adhesive has fully cured, apply two coats of insulation manufacturer's recommended protective coating.

C. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.

D. Do not field paint aluminum or stainless-steel jackets.

3.10 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Perform tests and inspections.

C. Tests and Inspections:

1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.

D. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.11 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:

1. Indoor, concealed supply, grease duct, and outdoor air.
2. Indoor, exposed supply, grease duct, and outdoor air.
3. Indoor, concealed return located in unconditioned space.
4. Indoor, exposed return located in unconditioned space.
5. Outdoor, concealed supply and return.
6. Outdoor, exposed supply and return.

B. Items Not Insulated:

1. Fibrous-glass ducts.
2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
3. Factory-insulated flexible ducts.
4. Factory-insulated plenums and casings.

5. Flexible connectors.
6. Vibration-control devices.
7. Factory-insulated access panels and doors.

3.12 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, round and flat-oval, supply-air duct insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.

B. Concealed, round and flat-oval, return-air duct insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.

C. Concealed, round and flat-oval, outdoor-air duct insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.

D. Concealed, round and flat-oval, exhaust-air duct insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.

E. Concealed, rectangular, supply-air duct insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.

F. Concealed, rectangular, return-air duct insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
   2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

G. Concealed, rectangular, outdoor-air duct insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
   2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

H. Concealed, supply-air plenum insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
   2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

I. Concealed, return-air plenum insulation shall be one of the following:
   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
   2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

J. Concealed, outdoor-air plenum insulation shall be one of the following:

   1. Mineral-Fiber Blanket: 2 inches (50 mm) thick and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.

2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

K. Concealed, Type I, Commercial, Kitchen Hood Exhaust Duct and Plenum Insulation: Fire-rated blanket or board; thickness as required to achieve 2-hour fire rating. If UL listed double wall duct is used, and is rated in compliance with code, fire wrap not necessary.

3.13 ABOVEGROUND, OUTDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Insulation materials and thicknesses are identified below. If more than one material is listed for a duct system, selection from materials listed is Contractor's option.

B. Concealed, round and flat-oval, supply-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

C. Concealed, round and flat-oval, return-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

D. Concealed, round and flat-oval, outdoor-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

E. Concealed, rectangular, supply-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

F. Concealed, rectangular, return-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

G. Concealed, supply-air plenum insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

H. Concealed, return-air plenum insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

I. Exposed, round and flat-oval, supply-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.
3. Mineral-Fiber Pipe and Tank: 2 inches (50 mm) thick.

J. Exposed, round and flat-oval, return-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

K. Exposed, rectangular, supply-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

L. Exposed, rectangular, return-air duct insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

M. Exposed, supply-air plenum insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

N. Exposed, return-air plenum insulation shall be one of the following:

1. Mineral-Fiber Blanket: 2 inches (50 mm) and 1.5-lb/cu. ft. (24-kg/cu. m) nominal density.
2. Mineral-Fiber Board: 2 inches (50 mm) thick and 2-lb/cu. ft. (32-kg/cu. m) nominal density.

3.14 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:

1. None.

D. Ducts and Plenums, Exposed:

1. None.

3.15 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:
   1. PVC : 20 mils (0.5 mm) thick.
   2. Aluminum, Corrugated : 0.024 inch (0.61 mm) thick.
   3. Painted Aluminum, Corrugated : 0.024 inch (0.61 mm) thick.
   4. Stainless Steel, Type 304 or Type 316, Corrugated : 0.024 inch (0.61 mm) thick.

D. Ducts and Plenums, Exposed, up to 48 Inches (1200 mm) in Diameter or with Flat Surfaces up to 72 Inches (1800 mm):

   1. Aluminum, Corrugated : 0.024 inch (0.61 mm) thick.
   2. Painted Aluminum, Corrugated: 0.024 inch (0.61 mm) thick.
   3. Stainless Steel, Type 304 or Type 316, Corrugated : 0.024 inch (0.61 mm) thick.

E. Ducts and Plenums, Exposed, Larger Than 48 Inches (1200 mm) in Diameter or with Flat Surfaces Larger Than 72 Inches (1800 mm):

   1. Painted Aluminum, Smooth with 1-1/4-Inch- (32-mm-) Deep Corrugations 0.032 inch (0.81 mm) thick.
   2. Stainless Steel, Type 304 or Type 316, Smooth , with 1-1/4-Inch- (32-mm-) Deep Corrugations 0.024 inch (0.61 mm) thick.

3.16 INSULATION SCHEDULE AS SEEN ON M-001

A.

INSULATION SCHEDULE

ALL EXPOSED DUCTWORK IN CONDITIONED SPACES OR SPIRAL DUCT	1" LINED
ALL EXTERIOR DUCTWORK	MIN. R-12
ALL CONCEALED SUPPLY AND RETURN DUCT	MIN. R-6
ALL EXHAUST UP TO 10'-0" FROM DISCHARGE	MIN. R-6
ALL HEATING AND COOLING HYDRONIC PIPING	MIN. 2"
CONDENSATE PIPING	MIN. 1"

NOTE:

ALL SUPPLY AND RETURN AIR DUCTS AND PLENUMS SHALL BE INSULATED WITH A MINIMUM OF R-6 INSULATION WHEN LOCATED IN UNCONDITIONED SPACES AND WITH A MINIMUM OF R-12 INSULATION WHEN LOCATED OUTSIDE THE BUILDING ENVELOPE. WHEN LOCATED WITHIN A BUILDING ENVELOPE ASSEMBLY, THE DUCT OR PLENUM SHALL BE SEPARATED FROM THE BUILDING EXTERIOR OR UNCONDITIONED OR EXEMPT SPACES BY A MINIMUM OF R-12 INSULATION. ALL JOINTS, LONGITUDINAL AND TRANSVERSE SEAMS, AND CONNECTIONS IN DUCTWORK SHALL BE SECURELY FASTENED AND SEALED WITH WELDS, GASKETS, MASTICS, MASTIC-PLUS-EMBEDDED-FABRIC SYSTEMS OR TAPES.

TAPES AND MASTICS SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 181A OR UL 181B. DUCT CONNECTIONS TO FLANGES OF AIR DISTRIBUTION SYSTEM EQUIPMENT SHALL BE SEALED AND MECHANICALLY FASTENED. DUCT TAPE IS NOT PERMITTED AS A SEALANT ON ANY METAL DUCTS.

END OF SECTION 23 07 13

SECTION 23 31 13
METAL DUCTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:
   1. Single-wall rectangular ducts and fittings.
   2. Double-wall rectangular ducts and fittings.
   3. Single-wall round and flat-oval ducts and fittings.
   4. Double-wall round and flat-oval ducts and fittings.
   5. Sheet metal materials.
   6. Duct liner.
   7. Sealants and gaskets.
   8. Hangers and supports.

1.03 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Structural Performance: Duct hangers and supports[and seismic restraints] shall withstand the effects of gravity loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and ASCE/SEI 7.

C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of the following products:
   1. Liners and adhesives.
   2. Sealants and gaskets.
   3. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
   4. Factory- and shop-fabricated ducts and fittings.
   5. Duct layout indicating sizes, configuration, liner material, and static-pressure classes.
   6. Elevation of top of ducts.
   7. Dimensions of main duct runs from building grid lines.
   8. Fittings.

9. Reinforcement and spacing.
10. Seam and joint construction.
11. Penetrations through fire-rated and other partitions.
12. Equipment installation based on equipment being used on Project.
13. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
14. Hangers and supports, including methods for duct and building attachment, and vibration isolation.

B. Delegated-Design Submittal:
1. Sheet metal thicknesses.
2. Joint and seam construction and sealing.
3. Reinforcement details and spacing.
4. Materials, fabrication, assembly, and spacing of hangers and supports.
5. Design Calculations: Calculations, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation for selecting hangers and supports.

1.05 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.
3. Structural members to which duct will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Penetrations of smoke barriers and fire-rated construction.
6. Items penetrating finished ceiling including the following:
   a. Lighting fixtures.
   b. Air outlets and inlets.
   c. Speakers.
   d. Sprinklers.
   e. Access panels.
   f. Perimeter moldings.

B. Welding certificates.

C. Field quality-control reports.

1.06 QUALITY ASSURANCE

A. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-up."

B. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 PRODUCTS

2.01 SINGLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.02 DOUBLE-WALL RECTANGULAR DUCTS AND FITTINGS

A. Rectangular Ducts: Fabricate ducts with indicated dimensions for the inner duct.

B. Outer Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

C. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

E. Interstitial Insulation: Fibrous-glass liner complying with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

1. Maximum Thermal Conductivity: 0.27 Btu x in./h x sq. ft. x deg F (0.039 W/m x K) at 75 deg F (24 deg C) mean temperature.
2. Install spacers that position the inner duct at uniform distance from outer duct without compressing insulation.
3. Coat insulation with antimicrobial coating.
4. Cover insulation with polyester film complying with UL 181, Class 1.

F. Interstitial Insulation: Flexible elastomeric duct liner complying with ASTM C 534, Type II for sheet materials, and with NFPA 90A or NFPA 90B.

1. Maximum Thermal Conductivity: 0.25 Btu x in./h x sq. ft. x deg F (0.034 W/m x K) at 75 deg F (24 deg C) mean temperature.

G. Inner Duct: Minimum 0.028-inch (0.7-mm) perforated galvanized sheet steel having 3/32-inch- (2.4-mm-) diameter perforations, with overall open area of 23 percent.

H. Formed-on Transverse Joints (Flanges): Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Traverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

I. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.03 SINGLE-WALL ROUND AND FLAT-OVAL DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.

B. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension).

C. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Transverse Joints in Ducts Larger Than 60 Inches (1524 mm) in Diameter: Flanged.

D. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Fabricate round ducts larger than 90 inches (2286 mm) in diameter with butt-welded longitudinal seams.
2. Fabricate flat-oval ducts larger than 72 inches (1830 mm) in width (major dimension) with butt-welded longitudinal seams.

E. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.04 DOUBLE-WALL ROUND[AND FLAT-OVAL] DUCTS AND FITTINGS

A. Flat-Oval Ducts: Indicated dimensions are the duct width (major dimension) and diameter of the round sides connecting the flat portions of the duct (minor dimension) of the inner duct.

B. Outer Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on static-pressure class unless otherwise indicated.

1. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

a. Transverse Joints in Ducts Larger Than [60 Inches (1524 mm)] in Diameter: Flanged.

2. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

   a. Fabricate round ducts larger than 90 inches (2286 mm) in diameter with butt-welded longitudinal seams.
   b. Fabricate flat-oval ducts larger than 72 inches (1830 mm) in width (major dimension) with butt-welded longitudinal seams.

3. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Inner Duct: Minimum 0.028-inch (0.7-mm) perforated galvanized sheet steel having 3/32-inch-(2.4-mm-) diameter perforations, with overall open area of 23 percent.

D. Interstitial Insulation: Fibrous-glass liner complying with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

   1. Maximum Thermal Conductivity: 0.27 Btu x in./h x sq. ft. x deg F (0.039 W/m x K) at 75 deg F (24 deg C) mean temperature.
   2. Install spacers that position the inner duct at uniform distance from outer duct without compressing insulation.
   3. Coat insulation with antimicrobial coating.
   4. Cover insulation with polyester film complying with UL 181, Class 1.

E. Interstitial Insulation: Flexible elastomeric duct liner complying with ASTM C 534, Type II for sheet materials, and with NFPA 90A or NFPA 90B.

   1. Maximum Thermal Conductivity: 0.25 Btu x in./h x sq. ft. x deg F (0.034 W/m x K) at75 deg F (24 deg C) mean temperature.

2.05 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: [G60 (Z180)] [G90 (Z275)].
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.

D. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.06 DUCT LINER

A. Fibrous-Glass Duct Liner: Comply with ASTM C 1071, NFPA 90A, or NFPA 90B; and with NAIMA AH124, "Fibrous Glass Duct Liner Standard."

1.

a. Maximum Thermal Conductivity:

1) Type I, Flexible: [0.27 Btu x in./h x sq. ft. x deg F (0.039 W/m x K)] at 75 deg F (24 deg C) mean temperature.

2) Type II, Rigid: [0.23 Btu x in./h x sq. ft. x deg F (0.033 W/m x K)]at 75 deg F (24 deg C) mean temperature.

2. Antimicrobial Erosion-Resistant Coating: Apply to the surface of the liner that will form the interior surface of the duct to act as a moisture repellent and erosion-resistant coating. Antimicrobial compound shall be tested for efficacy by an NRTL and registered by the EPA for use in HVAC systems.

3. Solvent or Water-Based Liner Adhesive: Comply with NFPA 90A or NFPA 90B and with ASTM C 916.

a. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

b. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. Flexible Elastomeric Duct Liner: Preformed, cellular, closed-cell, sheet materials complying with ASTM C 534, Type II, Grade 1; and with NFPA 90A or NFPA 90B.

1. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.
2. Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B.
    a. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
    b. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Natural-Fiber Duct Liner: 85 percent cotton, 10 percent borate, and 5 percent polybinding fibers, treated with a microbial growth inhibitor and complying with NFPA 90A or NFPA 90B.
1. Surface-Burning Characteristics: Maximum flame-spread index of 25 and maximum smoke-developed index of 50 when tested according to ASTM E 84; certified by an NRTL.
2. Liner Adhesive: As recommended by insulation manufacturer and complying with NFPA 90A or NFPA 90B.
    a. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
    b. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

D. Insulation Pins and Washers:
1. Cupped-Head, Capacitor-Discharge-Weld Pins: Copper- or zinc-coated steel pin, fully annealed for capacitor-discharge welding, 0.135-inch- (3.5-mm-) diameter shank, length to suit depth of insulation indicated with integral 1-1/2-inch (38-mm) galvanized carbon-steel washer.
2. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- (0.41-mm-) thick galvanized steel; with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches (38 mm) in diameter.

E. Shop Application of Duct Liner: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 7-11, "Flexible Duct Liner Installation."
1. Adhere a single layer of indicated thickness of duct liner with at least 90 percent adhesive coverage at liner contact surface area. Attaining indicated thickness with multiple layers of duct liner is prohibited.

2. Apply adhesive to transverse edges of liner facing upstream that do not receive metal nosing.
3. Butt transverse joints without gaps, and coat joint with adhesive.
4. Fold and compress liner in corners of rectangular ducts or cut and fit to ensure butted-edge overlapping.
5. Do not apply liner in rectangular ducts with longitudinal joints, except at corners of ducts, unless duct size and dimensions of standard liner make longitudinal joints necessary.
6. Apply adhesive coating on longitudinal seams in ducts with air velocity of 2500 fpm (12.7 m/s).
7. Secure liner with mechanical fasteners 4 inches (100 mm) from corners and at intervals not exceeding 12 inches (300 mm) transversely; at 3 inches (75 mm) from transverse joints and at intervals not exceeding 18 inches (450 mm) longitudinally.
8. Secure transversely oriented liner edges facing the airstream with metal nosings that have either channel or "Z" profiles or are integrally formed from duct wall. Fabricate edge facings at the following locations:
    a. Fan discharges.
    b. Intervals of lined duct preceding unlined duct.
    c. Upstream edges of transverse joints in ducts where air velocities are higher than 2500 fpm (12.7 m/s) or where indicated.
9. Secure insulation between perforated sheet metal inner duct of same thickness as specified for outer shell. Use mechanical fasteners that maintain inner duct at uniform distance from outer shell without compressing insulation.
    a. Sheet Metal Inner Duct Perforations: 3/32-inch (2.4-mm) diameter, with an overall open area of 23 percent.
10. Terminate inner ducts with buildouts attached to fire-damper sleeves, dampers, turning vane assemblies, or other devices. Fabricated buildouts (metal hat sections) or other buildout means are optional; when used, secure buildouts to duct walls with bolts, screws, rivets, or welds.

2.07 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:
1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
2. Tape Width: 4 inches (102 mm).
3. Sealant: Modified styrene acrylic.

4. Water resistant.
5. Mold and mildew resistant.
6. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive and negative.
7. Service: Indoor and outdoor.
8. Service Temperature: Minus 40 to plus 200 deg F (Minus 40 to plus 93 deg C).
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
10. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
11. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Water-Based Joint and Seam Sealant:
1. Application Method: Brush on.
2. Solids Content: Minimum 65 percent.
3. Shore A Hardness: Minimum 20.
4. Water resistant.
5. Mold and mildew resistant.
6. VOC: Maximum 75 g/L (less water).
7. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive and negative.
8. Service: Indoor or outdoor.
9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Solvent-Based Joint and Seam Sealant:
1. Application Method: Brush on.
2. Base: Synthetic rubber resin.
3. Solvent: Toluene and heptane.
4. Solids Content: Minimum 60 percent.
5. Shore A Hardness: Minimum 60.
6. Water resistant.
7. Mold and mildew resistant.
8. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
9. VOC: Maximum 395 g/L.
10. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

11. Maximum Static-Pressure Class: 10-inch wg (2500 Pa), positive or negative.
12. Service: Indoor or outdoor.
13. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

E. Flanged Joint Sealant: Comply with ASTM C 920.
1. General: Single-component, acid-curing, silicone, elastomeric.
2. Type: S.
3. Grade: NS.
4. Class: 25.
5. Use: O.
6. For indoor applications, sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

F. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

G. Round Duct Joint O-Ring Seals:
1. Seal shall provide maximum leakage class of3 cfm/100 sq. ft. at 1-inch wg (0.14 L/s per sq. m at 250 Pa) and shall be rated for10-inch wg (2500-Pa) static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.08 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

C. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

2.09 PRE-FABRICATED OUTDOOR DUCTS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Pre-fabricated outdoor ducts are to be insulated to meet or exceed a minimum R-value of R-8.

C. Duct seams are to be welded and water tight.

D. Pre-fabricated outdoor ducts to be provided with an exterior vinyl shell, or be wrapped in aluminum jacketing.

PART 3 EXECUTION

3.01 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install round and flat-oval ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch (25 mm), plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches (38 mm).

K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers. Comply with requirements in Section 233300 "Air Duct Accessories" for fire and smoke dampers.

3.02 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.03 ADDITIONAL INSTALLATION REQUIREMENTS FOR COMMERCIAL KITCHEN HOOD EXHAUST DUCT

A. Install commercial kitchen hood exhaust ducts without dips and traps that may hold grease, and sloped a minimum of 2 percent to drain grease back to the hood.

B. Install fire-rated access panel assemblies at each change in direction and at maximum intervals of 20 feet (6 m) in horizontal ducts, and at every floor for vertical ducts, or as indicated on Drawings. Locate access panel on top or sides of duct a minimum of 1-1/2 inches (38 mm) from bottom of duct.

C. Do not penetrate fire-rated assemblies except as allowed by applicable building codes and authorities having jurisdiction.

3.04 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Outdoor, Supply-Air Ducts: Seal Class A.
3. Outdoor, Exhaust Ducts: Seal Class C.
4. Outdoor, Return-Air Ducts: Seal Class C.
5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg (500 Pa) and Lower: Seal Class B.
6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg (500 Pa): Seal Class A.
7. Unconditioned Space, Exhaust Ducts: Seal Class C.
8. Unconditioned Space, Return-Air Ducts: Seal Class B.
9. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg (500 Pa) and Lower: Seal Class C.
10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg (500 Pa): Seal Class B.
11. Conditioned Space, Exhaust Ducts: Seal Class B.
12. Conditioned Space, Return-Air Ducts: Seal Class C.

3.05 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches (100 mm) thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches (100 mm) thick.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1 (Table 5-1M), "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches (610 mm) of each elbow and within 48 inches (1200 mm) of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet (5 m).

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

3.06 CONNECTIONS

A. Make connections to equipment with flexible connectors complying with Section 233300 "Air Duct Accessories."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.07 PAINTING

A. Paint interior of metal ducts that are visible through registers and grilles and that do not have duct liner. Apply one coat of flat, black, latex paint over a compatible galvanized-steel primer.

3.08 FIELD QUALITY CONTROL

A. Perform tests and inspections.

1. Disassemble, reassemble, and seal segments of systems to accommodate leakage testing and for compliance with test requirements.
2. Test for leaks before applying external insulation.

3. Conduct tests at static pressures equal to maximum design pressure of system or section being tested. If static-pressure classes are not indicated, test system at maximum system design pressure. Do not pressurize systems above maximum design operating pressure.
4. Give seven days' advance notice for testing.

B. Duct System Cleanliness Tests:
1. Visually inspect duct system to ensure that no visible contaminants are present.
2. Test sections of metal duct system, chosen randomly by Owner, for cleanliness according to "Vacuum Test" in NADCA ACR, "Assessment, Cleaning and Restoration of HVAC Systems."
a. Acceptable Cleanliness Level: Net weight of debris collected on the filter media shall not exceed 0.75 mg/100 sq. cm.

C. Duct system will be considered defective if it does not pass tests and inspections.

D. Prepare test and inspection reports.

3.09 DUCT CLEANING

A. Clean new duct system(s) before testing, adjusting, and balancing.

B. Use service openings for entry and inspection.
1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer. Comply with Section 233300 "Air Duct Accessories" for access panels and doors.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

C. Clean the following components by removing surface contaminants and deposits:
1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.

D. Mechanical Cleaning Methodology:
1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.

3.010 START UP

A. Air Balance: Comply with requirements in Section 230593 "Testing, Adjusting, and Balancing for HVAC."

3.011 DUCT SCHEDULE

A. Supply Ducts:

1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units:
   a. Pressure Class: Positive 1-inch wg (250 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.
2. Ducts Connected to Constant-Volume Air-Handling Units:
   a. Pressure Class: Positive 2-inch wg (500 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.

B. Return Ducts:

1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units :
   a. Pressure Class: Positive or negative 1-inch wg (250 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.
2. Ducts Connected to Air-Handling Units:
   a. Pressure Class: Positive or negative 2-inch wg (500 Pa).
   b. Minimum SMACNA Seal Class: A.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.

C. Exhaust Ducts:

1. Ducts Connected to Fans Exhausting (ASHRAE 62.1, Class 1 and 2) Air:
   a. Pressure Class: Negative 1-inch wg (250 Pa).
   b. Minimum SMACNA Seal Class: A if negative pressure, and A if positive pressure.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 12.
2. Ducts Connected to Air-Handling Units:
   a. Pressure Class: Positive or negative 2-inch wg (500 Pa).
   b. Minimum SMACNA Seal Class: A if negative pressure, and A if positive pressure.
   c. SMACNA Leakage Class for Rectangular: 12.
   d. SMACNA Leakage Class for Round and Flat Oval: 3.
3. Ducts Connected to Commercial Kitchen Hoods: Comply with NFPA 96.
   a. Exposed to View: Type 304, stainless-steel sheet, No. 4 or No. 3 finish, or double wall duct UL listed for fire grease rating

b. Concealed: Type 304, stainless-steel sheet, No. 2D finish, or double wall duct UL listed for fire grease rating

c. Welded seams and joints or double wall duct UL rated quick connections.

d. Pressure Class: Positive or negative 2-inch wg (500 Pa).

e. Minimum SMACNA Seal Class: Welded seams, joints, and penetrations.

f. SMACNA Leakage Class: 3.

4. Ducts Connected to Dishwasher Hoods:

a. Type 304, stainless-steel sheet.

b. Exposed to View: No. 4 or No. 3 finish.

c. Concealed: No. 2D finish.

d. Welded seams and flanged joints with watertight EPDM gaskets.

e. Pressure Class: Positive or negative 2-inch wg (500 Pa).

f. Minimum SMACNA Seal Class: Welded seams, joints, and penetrations.

g. SMACNA Leakage Class: 3.

5. Ducts Connected to Fans Exhausting Laboratory and Process (ASHRAE 62.1, Class 3 and 4) Air:

a. Type 304, stainless-steel sheet.

1) Exposed to View: No. 4 or No. 3 finish.

2) Concealed: No. 2D finish.

b. PVC-coated, galvanized sheet steel with thicker coating on duct interior.

c. Pressure Class: Positive or negative 3-inch wg (750 Pa).

d. Minimum SMACNA Seal Class: [A] [Welded seams, joints, and penetrations].

e. SMACNA Leakage Class: 3.

6. Ducts Connected to Equipment Not Listed Above:

a. Pressure Class: Positive or negative 2-inch wg (500 Pa).

b. Minimum SMACNA Seal Class: B if negative pressure, and A if positive pressure.

c. SMACNA Leakage Class for Rectangular: 6

d. SMACNA Leakage Class for Round and Flat Oval: 3

D. Outdoor-Air Ducts:

1. Ducts Connected to Fan Coil Units, Furnaces, Heat Pumps, and Terminal Units :

a. Pressure Class: Positive or negative 1-inch wg (250 Pa).

b. Minimum SMACNA Seal Class: A

c. SMACNA Leakage Class for Rectangular: 12.

d. SMACNA Leakage Class for Round and Flat Oval: 12.

2. Ducts Connected to Air-Handling Units:

a. Pressure Class: Positive or negative 2-inch wg (500 Pa).

b. Minimum SMACNA Seal Class: A.

c. SMACNA Leakage Class for Rectangular: 12.

d. SMACNA Leakage Class for Round and Flat Oval: 6.

E. Elbow Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-2, "Rectangular Elbows."

a. Velocity 1000 fpm (5 m/s) or Lower:

1) Radius Type RE 1 with minimum 0.5 radius-to-diameter ratio.

2) Mitered Type RE 4 without vanes.

b. Velocity 1000 to 1500 fpm (5 to 7.6 m/s):

1) Radius Type RE 1 with minimum 1.0 radius-to-diameter ratio.

2) Radius Type RE 3 with minimum 0.5 radius-to-diameter ratio and two vanes.

3) Mitered Type RE 2 with vanes complying with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-3, "Vanes and Vane Runners," and Figure 4-4, "Vane Support in Elbows."

2. Round Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-4, "Round Duct Elbows."

a. Minimum Radius-to-Diameter Ratio and Elbow Segments: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 3-1, "Mitered Elbows." Elbows with less than 90-degree change of direction have proportionately fewer segments.

1) Velocity 1000 fpm (5 m/s) or Lower: 0.5 radius-to-diameter ratio and three segments for 90-degree elbow.

2) Velocity 1000 to 1500 fpm (5 to 7.6 m/s): 1.0 radius-to-diameter ratio and four segments for 90-degree elbow.

3) Velocity 1500 fpm (7.6 m/s) or Higher: 1.5 radius-to-diameter ratio and five segments for 90-degree elbow.

4) Radius-to Diameter Ratio: 1.5.

b. Round Elbows, 12 Inches (305 mm) and Smaller in Diameter: Stamped or pleated.

c. Round Elbows, 14 Inches (356 mm) and Larger in Diameter:

F. Branch Configuration:

1. Rectangular Duct: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 4-6, "Branch Connection."

a. Rectangular Main to Rectangular Branch: 45-degree entry.

b. Rectangular Main to Round Branch: Spin in.

2. Round and Flat Oval: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees." Saddle taps are permitted in existing duct.
   a. Velocity 1000 fpm (5 m/s) or Lower: 90-degree tap.
   b. Velocity 1000 to 1500 fpm (5 to 7.6 m/s): Conical tap.
   c. Velocity 1500 fpm (7.6 m/s) or Higher: 45-degree lateral.

END OF SECTION

SECTION 23 33 00

AIR DUCT ACCESSORIES

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section Includes:

1. Backdraft and pressure relief dampers.
2. Barometric relief dampers.
3. Manual volume dampers.
4. Control dampers.
5. Fire dampers.
6. Smoke dampers.
7. Combination fire and smoke dampers.
8. Flange connectors.
9. Turning vanes.
10. Remote damper operators.
11. Duct-mounted access doors.
12. Flexible connectors.
13. Flexible ducts.
14. Duct accessory hardware.

1.03 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings: For duct accessories. Include plans, elevations, sections, details and attachments to other work.

1. Detail duct accessories fabrication and installation in ducts and other construction. Include dimensions, weights, loads, and required clearances; and method of field assembly into duct systems and other construction. Include the following:
   a. Special fittings.
   b. Manual volume damper installations.
   c. Control-damper installations.
   d. Fire-damper, smoke-damper, combination fire- and smoke-damper installations, including sleeves; and duct-mounted access doors and remote damper operators.
   e. Wiring Diagrams: For power, signal, and control wiring.
   f. Prefabricated Plenum Panels - The suppliers of prefabricated panels shall submit sound transmission loss measurements of the panels, windows and operating

doors in accordance with the latest ASTM Standard E90-09 and the sound absorption performance in accordance with the latest ASTM Standard C423-09a test or the equivalent International Standard. Submit assembly drawings and details of joints and fittings.

1) All testing shall have been performed by an independent NVLAP accredited acoustical testing facility.

1.04 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Reflected ceiling plans, drawn to scale, on which ceiling-mounted access panels and access doors required for access to duct accessories are shown and coordinated with each other, using input from Installers of the items involved.

1.05 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For air duct accessories to include in operation and maintenance manuals.

1.06 MAINTENANCE MATERIAL SUBMITTALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Fusible Links: Furnish quantity equal to 10 percent of amount installed.

PART 2 PRODUCTS

2.01 ASSEMBLY DESCRIPTION

A. Comply with NFPA 90A, "Installation of Air Conditioning and Ventilating Systems," and with NFPA 90B, "Installation of Warm Air Heating and Air Conditioning Systems."

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

C. All prefabricated acoustical plenum walls shall be furnished by a single manufacturer who has provided noise control products for at least five (5) years.

2.02 MATERIALS

A. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60 (Z180) G90 (Z275).
2. Exposed-Surface Finish: Mill phosphatized.

B. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304, and having a No. 2 finish for concealed ducts and finish for exposed ducts.

C. Aluminum Sheets: Comply with ASTM B 209 (ASTM B 209M), Alloy 3003, Temper H14; with mill finish for concealed ducts and standard, 1-side bright finish for exposed ducts.

D. Extruded Aluminum: Comply with ASTM B 221 (ASTM B 221M), Alloy 6063, Temper T6.

E. Reinforcement Shapes and Plates: Galvanized-steel reinforcement where installed on galvanized sheet metal ducts; compatible materials for aluminum and stainless-steel ducts.

F. Tie Rods: Galvanized steel, 1/4-inch (6-mm) minimum diameter for lengths 36 inches (900 mm) or less; 3/8-inch (10-mm) minimum diameter for lengths longer than 36 inches (900 mm).

2.03 BACKDRAFT AND PRESSURE RELIEF DAMPERS

A. Description: Gravity balanced.

B. Maximum Air Velocity: 1000 fpm (5.1 m/s).

C. Maximum System Pressure: 2-inch wg (0.5 kPa).

D. Frame: Hat-shaped, 0.05-inch- (1.3-mm-) thick, galvanized sheet steel, with welded corners or mechanically attached and mounting flange.

E. Blades: Multiple single-piece blades, center pivoted, maximum 6-inch (150-mm) width, [0.025-inch- (0.6-mm-) thick, roll-formed aluminum with sealed edges.

F. Blade Action: Parallel.

G. Blade Seals: Extruded vinyl, mechanically locked.

H. Blade Axles:

1. Material: Galvanized steel.
2. Diameter: 0.20 inch (5 mm).

I. Tie Bars and Brackets: Galvanized steel.

J. Return Spring: Adjustable tension.

K. Bearings: Steel ball or synthetic pivot bushings.

L. Accessories:

1. Adjustment device to permit setting for varying differential static pressure.
2. Counterweights and spring-assist kits for vertical airflow installations.
3. Electric actuators.
4. Chain pulls.
5. Screen Mounting: Front mounted in sleeve.
    a. Sleeve Thickness: 20 gage (1.0 mm) minimum.
    b. Sleeve Length: 6 inches (152 mm) minimum.
6. Screen Mounting: Rear mounted.
7. Screen Material: Galvanized steel].
8. Screen Type: Bird/ Insect.
9. 90-degree stops.

2.04 BAROMETRIC RELIEF DAMPERS

A. Suitable for horizontal or vertical mounting.

B. Maximum Air Velocity: 1000 fpm (5.1 m/s).

C. Maximum System Pressure: 2-inch wg (0.5 kPa).

D. Blades:

1. Multiple, 0.050-inch- (1.2-mm-) thick aluminum sheet.
2. Maximum Width: 6 inches (150 mm).
3. Action: Parallel.
4. Balance: Gravity.
5. Eccentrically pivoted.

E. Blade Seals: Vinyl.

F. Blade Axles: Galvanized steel.

G. Tie Bars and Brackets:
  1. Material: Galvanized steel.
  2. Rattle free with 90-degree stop.

H. Return Spring: Adjustable tension.

I. Bearings: Stainless steel.

J. Accessories:
  1. Flange on intake.
  2. Adjustment device to permit setting for varying differential static pressures.

2.05 MANUAL VOLUME DAMPERS

A. Standard, Steel, Manual Volume Dampers:
  1. Standard leakage rating, with linkage outside airstream.
  2. Suitable for horizontal or vertical applications.
  3. Frames:
    a. Frame: Hat-shaped, 0.094-inch- (2.4-mm-) thick, galvanized sheet steel.
    b. Mitered and welded corners.
    c. Flanges for attaching to walls and flangeless frames for installing in ducts.
  4. Blades:
    a. Multiple or single blade.
    b. Parallel- or opposed-blade design.
    c. Stiffen damper blades for stability.
    d. Galvanized-steel, 0.064 inch (1.62 mm) thick.
  5. Blade Axles: Galvanized steel.
  6. Bearings:
    a. Oil-impregnated bronze.
    b. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
  7. Tie Bars and Brackets: Galvanized steel.

B. Standard, Aluminum, Manual Volume Dampers:
  1. Standard leakage rating, with linkage outside airstream.
  2. Suitable for horizontal or vertical applications.

3. Frames: Hat-shaped, 0.10-inch- (2.5-mm-) thick, aluminum sheet channels; frames with flanges for attaching to walls and flangeless frames for installing in ducts.
4. Blades:
    a. Multiple or single blade.
    b. Parallel- or opposed-blade design.
    c. Stiffen damper blades for stability.
    d. Roll-Formed Aluminum Blades: 0.10-inch- (2.5-mm-) thick aluminum sheet.
    e. Extruded-Aluminum Blades: 0.050-inch- (1.2-mm-) thick extruded aluminum.
5. Blade Axles: Galvanized steel.
6. Bearings:
    a. Oil-impregnated bronze.
    b. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.
7. Tie Bars and Brackets: Aluminum.

2.06 CONTROL DAMPERS

A. Low-leakage rating, with linkage outside airstream, and bearing AMCA's Certified Ratings Seal for both air performance and air leakage.

B. Diffusers and grilles within ASRs shall not include integral opposed blade dampers.

C. Frames:
1. Hat shaped.
2. 0.094-inch- (2.4-mm-) thick, galvanized sheet steel.
3. Interlocking, gusseted corners.

D. Blades:
1. Multiple blade with maximum blade width of 6 inches (152 mm).
2. Parallel- and opposed-blade design.
3. Galvanized-steel.
4. 0.064 inch (1.62 mm) thick single skin or 0.0747-inch- (1.9-mm-) thick dual skin.
5. Blade Edging: Closed-cell neoprene.
6. Blade Edging: Inflatable seal blade edging, or replaceable rubber seals.

E. Blade Axles: 1/2-inch- (13-mm-) diameter; galvanized steel; blade-linkage hardware of zinc-plated steel and brass; ends sealed against blade bearings.
1. Operating Temperature Range: From minus 40 to plus 200 deg F (minus 40 to plus 93 deg C).

F. Bearings:
1. Oil-impregnated bronze.

2. Dampers in ducts with pressure classes of 3-inch wg (750 Pa) or less shall have axles full length of damper blades and bearings at both ends of operating shaft.

3. Thrust bearings at each end of every blade.

2.07 FIRE DAMPERS

A. Type: Static and dynamic; rated and labeled according to UL 555 by an NRTL.

B. Closing rating in ducts up to 4-inch wg (1-kPa) static pressure class and minimum velocity.

C. Fire Rating: 1-1/2 and 3 hours.

D. Mounting Sleeve: Factory- or field-installed, galvanized sheet steel.

1. Minimum Thickness: 0.138 inch (3.5 mm) thick, as indicated, and of length to suit application.

2. Exception: Omit sleeve where damper-frame width permits direct attachment of perimeter mounting angles on each side of wall or floor; thickness of damper frame must comply with sleeve requirements.

E. Mounting Orientation: Vertical or horizontal as indicated.

F. Blades: Roll-formed, interlocking, 0.034-inch- (0.85-mm-) thick, galvanized sheet steel. In place of interlocking blades, use full-length, 0.034-inch- (0.85-mm-) thick, galvanized-steel blade connectors.

G. Horizontal Dampers: Include blade lock and stainless-steel closure spring.

H. All fire dampers in ducts serving ASRs shall be Type B, with the blade completely removed from the airstream while in its normally open position.

2.08 SMOKE DAMPERS

A. General Requirements: Label according to UL 555S by an NRTL.

B. Smoke Detector: Integral, factory wired for single-point connection.

C. Blades: Roll-formed, horizontal, interlocking, 0.063-inch- (1.6-mm) thick, galvanized sheet steel.

D. Leakage: Class I

E. Rated pressure and velocity to exceed design airflow conditions.

F. Mounting Sleeve: Factory-installed, 0.05-inch- (1.3-mm-) thick, galvanized sheet steel; length to suit wall or floor application with factory-furnished silicone calking.

G. Damper Motors: Modulating or two-position action.

H. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.

2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Section 230923 "Direct Digital Control (DDC) System for HVAC."
3. Permanent-Split-Capacitor or Shaded-Pole Motors: With oil-immersed and sealed gear trains.
4. Spring-Return Motors: Equip with an integral spiral-spring mechanism where indicated. Enclose entire spring mechanism in a removable housing designed for service or adjustments. Size for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 150 in. x lbf (17 N x m).
5. Outdoor Motors and Motors in Outdoor-Air Intakes: Equip with O-ring gaskets designed to make motors weatherproof. Equip motors with internal heaters to permit normal operation at minus 40 deg F (minus 40 deg C).
6. Nonspring-Return Motors: For dampers larger than 25 sq. ft. (2.3 sq. m), size motor for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 300 in. x lbf (34 N x m).
7. Electrical Connection: 115 V, single phase, 60 Hz.

I. Accessories:
1. Auxiliary switches for fan control or position indication.
2. Momentary test switch, remote mounted.

2.09 COMBINATION FIRE AND SMOKE DAMPERS

A. Type: Dynamic; rated and labeled according to UL 555 and UL 555S by an NRTL.
B. Closing rating in ducts up to 4-inch wg (1-kPa) static pressure class and minimum 2000-fpm (10-m/s) velocity.
C. Fire Rating: 1-1/2 and 3 hours.
D. Frame: Hat-shaped, 0.094-inch- (2.4-mm-) thick, galvanized sheet steel, with interlocking, gusseted or mechanically attached corners and mounting flange.
E. Heat-Responsive Device: Resettable, 165 deg F (74 deg C) rated, fusible links.
F. Heat-Responsive Device:Electric resettable device and switch package, factory installed, rated.
G. Smoke Detector: Integral, factory wired for single-point connection.
H. Blades: Roll-formed, horizontal, interlocking overlapping, 0.063-inch- (1.6-mm-) thick, galvanized sheet steel.
I. Leakage: Class II.
J. Rated pressure and velocity to exceed design airflow conditions.
K. Mounting Sleeve: Factory-installed, 0.05-inch- (1.3-mm-) thick, galvanized sheet steel; length to suit wall or floor application with factory-furnished silicone calking.
L. Master control panel for use in dynamic smoke-management systems.
M. Damper Motors: Modulating or two-position action.

N. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 230513 "Common Motor Requirements for HVAC Equipment."

1. Motor Sizes: Minimum size as indicated. If not indicated, large enough so driven load will not require motor to operate in service factor range above 1.0.
2. Controllers, Electrical Devices, and Wiring: Comply with requirements for electrical devices and connections specified in Section 230923 "Direct Digital Control (DDC) System for HVAC."
3. Permanent-Split-Capacitor or Shaded-Pole Motors: With oil-immersed and sealed gear trains.
4. Spring-Return Motors: Equip with an integral spiral-spring mechanism where indicated. Enclose entire spring mechanism in a removable housing designed for service or adjustments. Size for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 150 in. x lbf (17 N x m).
5. Outdoor Motors and Motors in Outdoor-Air Intakes: Equip with O-ring gaskets designed to make motors weatherproof. Equip motors with internal heaters to permit normal operation at minus 40 deg F (minus 40 deg C).
6. Nonspring-Return Motors: For dampers larger than 25 sq. ft. (2.3 sq. m), size motor for running torque rating of 150 in. x lbf (17 N x m) and breakaway torque rating of 300 in. x lbf (34 N x m).
7. Electrical Connection: 115 V, single phase, 60 Hz.

O. Accessories:

1. Auxiliary switches for fan control or position indication.
2. Momentary test switch remote mounted.

2.010 FLANGE CONNECTORS

A. Description: Add-on or roll-formed, factory-fabricated, slide-on transverse flange connectors, gaskets, and components.

B. Material: Galvanized steel.

C. Gage and Shape: Match connecting ductwork.

2.011 TURNING VANES

A. Manufactured Turning Vanes for Metal Ducts: Curved blades of galvanized sheet steel; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.

1. Acoustic Turning Vanes: Fabricate airfoil-shaped aluminum extrusions with perforated faces and fibrous-glass fill.

B. Manufactured Turning Vanes for Nonmetal Ducts: Fabricate curved blades of resin-bonded fiberglass with acrylic polymer coating; support with bars perpendicular to blades set; set into vane runners suitable for duct mounting.

C. General Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 4-3, "Vanes and Vane Runners," and 4-4, "Vane Support in Elbows."

D. Vane Construction: Double wall.

E. Vane Construction: Single wall for ducts up to 48 inches (1200 mm) wide and double wall for larger dimensions.

F. The length of turning vanes (as measured along the direction of the airflow) shall equal or exceed 2 times the largest duct dimension in all ducts serving Acoustically Sensitive Rooms.

2.012 REMOTE DAMPER OPERATORS

A. Description: Cable system designed for remote manual damper adjustment.

B. Tubing: Copper.

C. Cable: Stainless steel.

D. Wall-Box Mounting: Recessed.

E. Wall-Box Cover-Plate Material: Stainless steel.

2.013 DUCT-MOUNTED ACCESS DOORS

A. Duct-Mounted Access Doors: Fabricate access panels according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible"; Figures 7-2 (7-2M), "Duct Access Doors and Panels," and 7-3, "Access Doors - Round Duct."

   1. Door:

      a. Double wall, rectangular.

      b. Galvanized sheet metal with insulation fill and thickness as indicated for duct pressure class.

      c. Vision panel.

      d. Hinges and Latches: 1-by-1-inch (25-by-25-mm)butt or piano hinge and cam latches.

      e. Fabricate doors airtight and suitable for duct pressure class.

   2. Frame: Galvanized sheet steel, with bend-over tabs and foam gaskets.

   3. Number of Hinges and Locks:

      a. Access Doors Less Than 12 Inches (300 mm) Square: No hinges and two sash locks.

      b. Access Doors up to 18 Inches (460 mm) Square: Continuous and two sash locks.

      c. Access Doors up to 24 by 48 Inches (600 by 1200 mm): Continuous and two compression latches with outside and inside handles.

      d. Access Doors Larger Than 24 by 48 Inches (600 by 1200 mm): Continuous and two compression latches with outside and inside handles.

B. Pressure Relief Access Door:

   1. Door and Frame Material: Galvanized sheet steel.

2. Door: Double wall with insulation fill with metal thickness applicable for duct pressure class.
3. Operation: Open outward for positive-pressure ducts and inward for negative-pressure ducts.
4. Factory set at 3.0- to 8.0-inch wg (800 to 2000 Pa).
5. Doors close when pressures are within set-point range.
6. Hinge: Continuous piano.
7. Latches: Cam.
8. Seal: Neoprene or foam rubber.
9. Insulation Fill: 1-inch- (25-mm-) thick, fibrous-glass or polystyrene-foam board.

2.014 DUCT ACCESS PANEL ASSEMBLIES

A. Labeled according to UL 1978 by an NRTL.

B. Panel and Frame: Minimum thickness 0.0428-inch (1.1-mm) stainless steel.

C. Fasteners: Stainless steel. Panel fasteners shall not penetrate duct wall.

D. Gasket: Comply with NFPA 96; grease-tight, high-temperature ceramic fiber, rated for minimum 2000 deg F (1093 deg C).

E. Minimum Pressure Rating: 10-inch wg (2500 Pa), positive or negative.

2.015 FLEXIBLE CONNECTORS

A. Materials: Flame-retardant or noncombustible fabrics.

B. Coatings and Adhesives: Comply with UL 181, Class 1.

C. Metal-Edged Connectors: Factory fabricated with a fabric strip 3-1/2 inches (89 mm) wide attached to two strips of 2-3/4-inch- (70-mm-) wide, thick, galvanized sheet steel or 0.032-inch- (0.8-mm-) thick aluminum sheets. Provide metal compatible with connected ducts.

D. Indoor System, Flexible Connector Fabric: Glass fabric double coated with neoprene.
1. Minimum Weight: 26 oz./sq. yd. (880 g/sq. m).
2. Tensile Strength: 480 lbf/inch (84 N/mm) in the warp and 360 lbf/inch (63 N/mm) in the filling.
3. Service Temperature: Minus 40 to plus 200 deg F (Minus 40 to plus 93 deg C).

E. Outdoor System, Flexible Connector Fabric: Glass fabric double coated with weatherproof, synthetic rubber resistant to UV rays and ozone.
1. Minimum Weight: 24 oz./sq. yd. (810 g/sq. m).
2. Tensile Strength: 530 lbf/inch (93 N/mm) in the warp and 440 lbf/inch (77 N/mm) in the filling.
3. Service Temperature: Minus 50 to plus 250 deg F (Minus 45 to plus 121 deg C).

2.016 FLEXIBLE DUCTS

A. Insulated, Flexible Duct: UL 181, Class 1, 2-ply vinyl film supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor-barrier film.

1. Pressure Rating: 10-inch wg (2500 Pa) positive and 1.0-inch wg (250 Pa) negative.
2. Maximum Air Velocity: 4000 fpm (20 m/s).
3. Temperature Range: Minus 10 to plus 160 deg F (Minus 23 to plus 71 deg C).
4. Insulation R-value: Comply with ASHRAE/IESNA 90.1.

B. Insulated, Flexible Duct: UL 181, Class 1, black polymer film supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor-barrier film.
1. Pressure Rating: 4-inch wg (1000 Pa) positive and 0.5-inch wg (125 Pa) negative.
2. Maximum Air Velocity: 4000 fpm (20 m/s).
3. Temperature Range: Minus 20 to plus 175 deg F (Minus 29 to plus 79 deg C).
4. Insulation R-Value: Comply with ASHRAE/IESNA 90.1.

C. Insulated, Flexible Duct: UL 181, Class 1, multiple layers of aluminum laminate supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor-barrier film.
1. Pressure Rating: 10-inch wg (2500 Pa) positive and 1.0-inch wg (250 Pa) negative.
2. Maximum Air Velocity: 4000 fpm (20 m/s).
3. Temperature Range: Minus 20 to plus 210 deg F (Minus 29 to plus 99 deg C).
4. Insulation R-value: Comply with ASHRAE/IESNA 90.1.

D. Insulated, Flexible Duct: UL 181, Class 1, aluminum laminate and polyester film with latex adhesive supported by helically wound, spring-steel wire; fibrous-glass insulation; aluminized vapor-barrier film.
1. Pressure Rating: 10-inch wg (2500 Pa) positive and 1.0-inch wg (250 Pa) negative.
2. Maximum Air Velocity: 4000 fpm (20 m/s).
3. Temperature Range: Minus 20 to plus 210 deg F (Minus 29 to plus 99 deg C).
4. Insulation R-value: Comply with ASHRAE/IESNA 90.1.

E. Insulated, Flexible Duct: UL 181, Class 0, interlocking spiral of aluminum foil; fibrous-glass insulation; aluminized vapor-barrier film.
1. Pressure Rating: 8-inch wg (2280 Pa) positive or negative.
2. Maximum Air Velocity: 5000 fpm (25 m/s).
3. Temperature Range: Minus 20 to plus 250 deg F (Minus 29 to plus 121 deg C).
4. Insulation R-value: Comply with ASHRAE/IESNA 90.1.

F. Flexible Duct Connectors:
1. Clamps: Stainless-steel band with cadmium-plated hex screw to tighten band with a worm-gear action in sizes 3 through 18 inches (75 through 460 mm), to suit duct size.
2. Non-Clamp Connectors: Adhesive plus sheet metal screws.

2.017 DUCT ACCESSORY HARDWARE

A. Instrument Test Holes: Cast iron or cast aluminum to suit duct material, including screw cap and gasket. Size to allow insertion of pitot tube and other testing instruments and of length to suit duct-insulation thickness.

B. Adhesives: High strength, quick setting, neoprene based, waterproof, and resistant to gasoline and grease.

2.018 PREFABRICATED PLENUM PANELS

A. Prefabricated plenum wall enclosures shall be 4 inch (100mm) thick sandwich construction, manufactured from 16 gauge galvanized steel outer sheets, 22 gauge steel galvanized and perforated inner sheets with an open area of about 30%, and at least 16 gauge stiffeners and channels. The acoustical filler material shall be 4.5 to 6 pounds per cubic foot (72 to 96 kg/m^3) glass/mineral fiber packed under 10% compression and protected from moisture by 1 mil (.025mm) thick Mylar or equal. Panels shall be joined together with "H" members which shall be not less than 16 gauge galvanized steel. The minimum surface weight shall not be less than 8 pounds per square foot (39 kg/m^2).

B. The plenum wall enclosures shall meet the following sound absorption performance when tested in accordance with ASTM C423-09a:

	Octave-Band Center Frequency (Hz)					
	125	250	500	1k	2k	4k
Sound Absorption Coefficients	*.80*	*.90*	*.95*	*.95*	*.95*	*.90*

C. The plenum wall enclosures shall meet the following sound transmission loss performance when tested in accordance with ASTM E90-09:

	Octave-Band Center Frequency (Hz)					
	125	250	500	1k	2k	4k
Sound Transmission Loss (dB)	*22*	*28*	*40*	*48*	*55*	*55*

D. Each item constructed shall be self-supporting without the need for additional bracing or structure. The plenum shall be structurally designed to avoid excessive deflection or bowing, and shall be sealed to prevent air leakage when subjected to a differential pressure between inside and outside of 8 inches w.g. (2000 Pa.). Openings for ducts or pipes, connectors, flanges, etc. shall be framed airtight with not less than 16 gauge galvanized steel.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install duct accessories according to applicable details in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for metal ducts and in NAIMA AH116, "Fibrous Glass Duct Construction Standards," for fibrous-glass ducts.

B. Install duct accessories of materials suited to duct materials; use galvanized-steel accessories in galvanized-steel and fibrous-glass ducts, stainless-steel accessories in stainless-steel ducts, and aluminum accessories in aluminum ducts.

C. Install backdraft dampers at inlet of exhaust fans or exhaust ducts as close as possible to exhaust fan unless otherwise indicated.

D. Install volume dampers at points on supply, return, and exhaust systems where branches extend from larger ducts. Where dampers are installed in ducts having duct liner, install dampers with hat channels of same depth as liner, and terminate liner with nosing at hat channel.

E. Set dampers to fully open position before testing, adjusting, and balancing.

F. Install test holes at fan inlets and outlets and elsewhere as indicated.

G. Install fire and smoke dampers according to UL listing.

H. Install duct access doors on sides of ducts to allow for inspecting, adjusting, and maintaining accessories and equipment at the following locations:

    1. Adjacent to and close enough to fire or smoke dampers, to reset or reinstall fusible links. Access doors for access to fire or smoke dampers having fusible links shall be pressure relief access doors and shall be outward operation for access doors installed upstream from dampers and inward operation for access doors installed downstream from dampers.

I. Install access doors with swing against duct static pressure.

J. Access Door Sizes:

    1. One-Hand or Inspection Access: 8 by 5 inches (200 by 125 mm).
    2. Two-Hand Access: 12 by 6 inches (300 by 150 mm).
    3. Head and Hand Access: 18 by 10 inches (460 by 250 mm).
    4. Head and Shoulders Access: 21 by 14 inches (530 by 355 mm).
    5. Body Access: 25 by 14 inches (635 by 355 mm).
    6. Body plus Ladder Access: 25 by 17 inches (635 by 430 mm).

K. Label access doors according to Section 230553 "Identification for HVAC Piping and Equipment" to indicate the purpose of access door.

L. Install flexible connectors to connect ducts to equipment.

M. Connect terminal units to supply ducts directly or]with maximum 12-inch (300-mm) lengths of flexible duct. Do not use flexible ducts to change directions.

N. Connect diffusers or light troffer boots to ducts directly or with maximum 60-inch (1500-mm) lengths of flexible duct clamped or strapped in place.

O. Connect flexible ducts to metal ducts with adhesive plus sheet metal screws.

P. Install duct test holes where required for testing and balancing purposes.

Q. All ductwork within 10 feet (3m) of a duct silencer located in a Acoustically Sensitive Room with an inlet airflow of greater than 800 fpm (4 m/s) shall be lagged with minimum 2 pounds per square foot (9.7 kg/m^2) lagging material.

R. No turning vanes shall be located within 10 feet (3m) of a diffuser, grille, or duct termination.

S. All dampers shall be located a minimum of 5 feet (1.5m) upstream (or downstream in return air paths) of diffusers or grilles or in the location indicated on the Contract Drawings, whichever distance is greater.

T. The completed mechanical system shall be free of all audible buzzing, crackling, rattling, air rush noise, and other similar noises during the normal operation, start-up, or shut down of the systems. The Mechanical Contractor shall be responsible for all material and labor costs for changes necessary to meet the noise criteria identified in the Specification, to the extent that such deviations are the result of non-compliance with the Construction Documents.

3.02 FIELD QUALITY CONTROL

A. Tests and Inspections:

1. Operate dampers to verify full range of movement.
2. Inspect locations of access doors and verify that purpose of access door can be performed.
3. Operate fire, smoke, and combination fire and smoke dampers to verify full range of movement and verify that proper heat-response device is installed.
4. Inspect turning vanes for proper and secure installation.
5. Operate remote damper operators to verify full range of movement of operator and damper.

END OF SECTION