

# PROJECT MANUAL

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# SUFFOLK PUBLIC SCHOOLS



## OPERATIONS CENTER KITCHEN ALTERATIONS

### VOLUME 1 OF 1

PREPARED BY

**RRMM ARCHITECTS**  
ARCHITECTURE ■ PLANNING ■ INTERIORS  
CHESAPEAKE, VIRGINIA

**THOMPSON CONSULTING ENGINEERS**  
PLUMBING, MECHANICAL, ELECTRICAL CONSULTANT  
HAMPTON, VIRGINIA

**FOOD SERVICE CONSULTANTS STUDIOS**  
FOOD SERVICE CONSULTANT  
RICHMOND, VIRGINIA

DECEMBER 21, 2021

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PROJECT DIRECTORY

**OWNER:** Suffolk City Public Schools  
1507 Freeney Street  
Suffolk, Virginia 23434  
Project Manager: Terry Napier, Director of Facilities &  
Planning  
Phone: (757) 898-0499

**ARCHITECT:** RRMM Architects  
1317 Executive Boulevard  
Suite 200  
Chesapeake, Virginia 23320  
Project Manager: Melanie Weatherford, Architect  
E-Mail: [mweatherford@rrmm.com](mailto:mweatherford@rrmm.com)  
Principal-in-Charge: Jeff Harris  
E-Mail: [jaharris@rrmm.com](mailto:jaharris@rrmm.com)  
Phone: (757) 622-2828

**PLUMBING, MECHANICAL,  
ELECTRICAL ENGINEER:** Thompson Consulting Engineers  
22 Enterprise Parkway, Suite 200  
Hampton, Virginia 23666  
Project Manager: Kevin Allen  
Phone: (757) 599-4415

**FOOD SERVICE:** Food Service Consultants Studio  
3420 Pump Road, #158  
Henrico, Virginia 23233  
Project Manager: Amy Hegarty  
Phone: (804) 550-2090

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**INVITATION TO BID # 1815**

Date: July 11, 2023

Owner: Suffolk City School Board  
User: Suffolk Public Schools  
Architect: RRMM Architects  
Project: Operations Center Kitchen Alteration  
Suffolk Public Schools Bid # 1815

Suffolk Public Schools is soliciting lump sum, sealed bids for the renovation of limited interior training kitchen space at their Operations Center. The project is located at 3264 Pruden Blvd. (Rt. 460), Suffolk, Virginia 23434. The project scope is generally comprised of the installation of kitchen equipment, and associated plumbing, mechanical, and electrical infrastructure in an existing shell space originally intended for a future training kitchen. The scope of work also includes minor selective demolition of floor, ceiling, and roof construction in order to install remaining infrastructure and mechanical equipment required for full use of the training kitchen.

All bids must be submitted in a sealed envelope or package clearly marked **“BID-1815 Operations Center Kitchen Alteration”**, including the due date and time. All bids shall be received in the Purchasing Office, on or before 2:00 PM., Tuesday, August 8, 2023, and delivered to:

Anthony W. Hinds, MBA  
Department of Purchasing  
Suffolk Public Schools  
100 North Main Street (entrance @ rear of building)  
Suffolk, Virginia 23434

Bids shall be publicly opened and read aloud at the above stated date, time and location. Any bid received after the time designated above will be returned unopened.

Any award resulting from this solicitation will be issued to the successful offeror in writing and will be posted on the Suffolk Public School Bid Board located at 100 North Main Street, Suffolk, Virginia 23434 and the Suffolk Public Schools website.

A Pre-Bid Conference will not be held.

A bid bond is required. Procedures for submitting a bid, claiming an error, withdrawal of bids, and other pertinent information are contained in the contract documents. The procedure for withdrawal of bids shall be in accordance with the Instructions to Bidders and Section 2.2-4330, Code of Virginia. Bidders shall be required to comply with the provisions of Section 2.2-4311, Code of Virginia, in regard to nondiscrimination in employment. The owner reserves the right to reject any or all bids. This procurement is being conducted in compliance and under the laws found in the Virginia Public Procurement Act. Any mention of brand names is to denote the quality in which the public body is looking to obtain. Substitutions will be allowed with pre-authorization.

**OPERATIONS CENTER KITCHEN ALTERATIONS  
SUFFOLK PUBLIC SCHOOLS**

**RRMM PROJECT NO. 21222.07**

**The last day to submit pre-bid questions shall be 5:00 PM on July 27, 2023.**

Questions, in writing, may be directed to: Melanie Weatherford of RRMM Architects at 1317 Executive Boulevard, Suite 200, Chesapeake, Virginia 23320, Phone (757) 622-2828, Email: [mweatherford@rrmm.com](mailto:mweatherford@rrmm.com) with a copy to Anthony Hinds at [anthonyhinds@spsk12.net](mailto:anthonyhinds@spsk12.net).

Construction Documents, including Project Specifications and Drawings, will be available electronically for download beginning July 11, 2023, from: [eVA - Virginia's eProcurement Marketplace](#)

Davis-Bacon wages and certified payrolls are required for this project. The certified payrolls will be turned in with every payment request. Bidders also should submit the completed federal addendum found in this bid package

Bidder's attention is directed to the requirements of Title 54, Chapter 7, of the Code of Virginia pertaining to registration of Contractors. Suffolk Public Schools is an Equal Opportunity Employer

**END OF INVITATION TO BID**

**SECTION 000213 - INSTRUCTIONS TO BIDDERS**

**1. DRAWINGS AND SPECIFICATIONS:**

Construction Documents, including Project Specifications and Drawings, will be available electronically for download beginning July 11, 2023, from: [eVA - Virginia's eProcurement Marketplace](#). Should the specifications of conditions fail to exist in this document, the Code of Virginia shall dictate those terms.

**2. BIDS:**

Before submitting a bid, each bidder shall carefully examine the drawings, specifications and other Contract Documents; read and understand the bidding documents and his bid; shall visit the site of the work; shall fully inform himself as to all existing conditions and limitations; and shall include in the bid the cost of all labor, supervision, items, materials, systems, and equipment described and included in the Contract Documents without exceptions.

**3. CONTRACT AND BONDS**

Each bid shall be accompanied by a bid security in the form of a Bid Bond, a cashier's check, or a certified check in the amount of five percent (5%) of the total bid, made payable to the Suffolk City School Board. This Bid Bond, cashier's check, or certified check pledges that the bidder will enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering faithful performance of the Contract and payment of all obligations arising there under. Should the bidder refuse to enter into such a Contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

Surety Bonds shall be written on AIA Document A310, Bid Bond, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

All bonds shall be written by sureties or insurance companies licensed to do business in the Commonwealth of Virginia. Other bid bond forms will be acceptable if in the same format as AIA Document A310, Bid Bond.

The Contract agreement will be on a form similar to that which is bound in the specifications. The completion date of construction shall be as indicated in the bid document. The successful bidder, simultaneously with the execution of the Contract agreement, shall be required to furnish a performance bond and a payment bond in an amount equal to one hundred percent (100%) of the Contract price, said bonds shall be secured from a surety company licensed to do business in the Commonwealth of Virginia and acceptable to the Suffolk City School Board.

**4. QUALIFICATION OF CONTRACTORS**

Each bidder shall submit with the bid a completed Contractors Qualification Statement using AIA Document A305, 1986 Edition (a copy is included after the Supplementary General Conditions).

Bidders are required to submit with the bid evidence of proper and current certificates of contractors' registration in Virginia.

**5. LISTING OF SUBCONTRACTORS**

The experience and responsibility of subcontractors may have bearing on the choice of a contractor by the Owner.

If required by the Owner, the apparent two low bidders for each project, shall deliver to the Owner within seventy-two (72) hours (not including Saturday, Sunday or State Holidays) for review the following information:

- a. Provide a list of the work to be performed by the bidder with his own forces.
- b. Provide the proprietary names and the suppliers of the principal parts (items, systems, materials, and equipment) proposed for the work.
- c. Provide a list of the names of the subcontractors to be employed for each of the principal parts of the work, copies of their agreements, and their corresponding dollar amounts.
- d. Provide a list of references and/or past projects for individual subcontractors performing a principal part of the work. This requirement applies to subcontractors at any tier.

Principal part shall mean a subcontract dollar value in excess of \$10,000.00.

The bidder will be required to establish the reliability and responsibility of the proposed subcontractors, manufactures, and suppliers who shall furnish and perform the work described in the specifications to the satisfaction of the Architect and the Owner.

These lists shall be binding upon the Contractor; however, the Owner has the right to reject any or all subcontractors which the Architect and the Owner determines to be unqualified to do the work. Owner may withhold awarding a contract to any particular bidder if the Owner considers one or more of the proposed contractors to be unqualified.

**6. INTERPRETATIONS OF PLANS AND SPECIFICATIONS**

If any person contemplating the submission of a bid for the proposed Contract is in doubt as to the true meaning of any part of the drawings, specifications or other proposed contract documents, he/she may submit a written request to RRMM Architects, Attention: Melanie Weatherford, 1317 Executive Blvd, Suite 200, Chesapeake, VA, 23320; telephone number (757) 622-2828. **The request must be submitted on the project Pre-Bid question form and e-mailed to all of the addresses indicated on the form.** The Pre-Bid Question Form is included after the Supplementary General Conditions for use by bidders when submitting questions. **Questions submitted in any other format will not receive a response.** Requests must be in writing and received no later than seven (7) days prior to the date of the bid opening, for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum. The Owner and the Architect will not be responsible for any other explanations or interpretations of the proposed documents.

**7. ADDENDA OR BULLETINS**

Addenda or bulletins will be issued on the [eVA - Virginia's eProcurement Marketplace](#). Any addendum or bulletin issued during the time of bidding shall become part of the documents provided to the bidders for the preparation of the bid, shall be covered in the bid, and shall be made

a part of the Contract. No addenda will be issued later than four (4) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Awards shall be posted at the school division's office and on the school division website.

**8. RIGHT TO NEGOTIATE**

The Owner reserves the right to negotiate with the lowest responsive and responsible Bidder(s) to obtain a Contract price with funds available to the Owner whenever such low bid exceeds the Owner's availability of funds for the work.

**9. AWARD OF CONTRACT**

The Owner intends to award this contract in writing to the lowest responsive and responsible bidder(s) provided the bids have been submitted in accordance with the requirements of the bid and contract documents, Virginia procurement regulations, is judged to be reasonable, and does not exceed the funds available. The Notice of Award(s) will be posted on the Suffolk Public Schools Bid Board, located on the second floor of the School Board office, 100 North Main Street, Suffolk, VA 23434 and on the Suffolk Public Schools website.

The Owner reserves the right to award each individual school project based on the lowest responsible Base Bid received or any combination thereof and, that the Owner determines to be in the best interest of the Owner.

The Owner reserves the right to waive any informality in any bid or in the bidding. The accepted bidder(s) shall assist and cooperate with the Owner in preparing a formal Contract Agreement and within five (5) days following its presentation shall sign and deliver four (4) complete sets of Contract Agreement documents to the Owner, including but not limited to: the Agreement, the Performance Bond, Payment Bond, Hold Harmless Agreement, and all necessary Certificates of Insurance.

The successful bidder(s), upon failure or refusal to enter in the Contract and/or to furnish the required Performance Bond, Payment Bond, and other required documents within the time specified, shall pay to the Owner as liquidated damages, an amount equal to the bid guarantee deposited with the bid or a portion thereof equal to the difference between the bid security and the next highest acceptable bid.

**10. TIME IS OF THE ESSENCE**

Time is of the essence for this Contract.

**11. RESPONSIBLE BIDDER**

The Owner reserves the right to award each individual school project based on the lowest responsible Base Bid received or any combination thereof and, that the Owner determines to be in the best interest of the Owner. In determining the "lowest responsible bidder(s)" Suffolk Public Schools may consider the following:

- a. Past performances of the contractor and subcontractors that indicate their ability to complete this project (includes organization, equipment available and any other indicators)

- b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay.
- c. Quality of products used and adherence to bid specifications
- d. The sufficiency of financial resources and the ability of bidder to perform the contract
- e. The previous and existing compliance by the bidder with laws and ordinances
- f. The quality of performance of previous contracts or services

In addition, the Owner reserves the right to reject any or all bids or to negotiate with the low bidder(s) in the case of insufficient funds.

## **12. COST BREAKDOWN**

The Contractor shall, before starting his work, submit to the Owner and Architect the cost of various segments of the work according to construction activity, the total amount equaling the Contract price. This breakdown shall be used as the basis for the payment of estimates as stated in the Contract Documents.

## **13. RIGHT TO REJECT BIDS**

The Owner reserves the right to reject any or all bids, in whole or in part; to waive informalities; and/or to delete items prior to making an award; whenever it may be deemed by the Owner to be in their best interest.

## **14. BID BOND OR CHECKS OF SUCCESSFUL BIDDERS**

Bid Bond or Checks submitted by the successful bidder will be returned upon acceptance of the 100% performance bond and separate 100% payment bond. Checks from other bidders, not previously forfeited, will be returned as soon as it is determined that the bids represented by the checks will receive no further consideration by the Owner.

## **15. REVISIONS TO BID**

Handwritten or typed notes on the envelope containing the bid will not be accepted as authorized modifications to the Bid Form included herein. The bid amount indicated on the Bid Form will be the only data considered.

## **16. WITHDRAWAL OF BIDS**

Bids may be withdrawn by written or telegraphic request received from bidders prior to the time fixed for the bid opening. Telegraphic requests must be received by the Owner in written form before the bid opening. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened except as permitted in Section 2.2-4330 of the Code of Virginia as outlined below.

A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, whereby the unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of

original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder must give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure. This notice to the Owner must be accompanied with his original work papers, documents, and materials used in the preparation of the bid. Such work papers shall be delivered to the Owner by the bidder in person or by registered mail.

Such mistake shall be proved only from the original work papers, documents, and materials delivered to the Owner as required herein.

Failure of bidder to submit his original work papers, documents, and materials used in the preparations of this bid at the time, date and place required, shall constitute a waiver of bidders' right to claim a mistake in his bid.

No bid shall be withdrawn under this section when the result would be the awarding of the Contract on another bid of the same bidder.

No bidder who is permitted to withdraw a bid shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit directly or indirectly from the performance of the Project for which the withdrawn bid was submitted.

If the bid is withdrawn under authority of this section, the next lowest responsive and responsible bidder shall be deemed to be the low bidder on the Project.

When the procedure set forth in the paragraphs above is utilized, original work papers, documents, and materials used in the preparation of the bid must be submitted in an envelope or package separate and apart from the envelope containing the bid marked clearly as to the contents.

**END OF INSTRUCTIONS TO BIDDERS**

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**IFB-1815, OPERATIONS CENTER KITCHEN ALTERATION**

**BID FORM**

This bid is for the **Operations Center Kitchen Alteration** for Suffolk Pubic Schools, Suffolk, VA

**Each bidder shall submit their bid on this form.** Submit two (2) copies of this form completed and with original signatures.

To: **Anthony W. Hinds, MBA  
Department of Purchasing  
Suffolk Public Schools  
100 North Main Street  
Suffolk, Virginia 23434**

From: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_

Having carefully examined the bid documents including the Invitation to Bid, Instructions to Bidders, Specifications, Drawings, Terms of Agreement and Addenda (if any) prepared by the architect, entitled:

**Operations Center Kitchen Alteration for Suffolk Public Schools, Suffolk, VA**

as well as the premises and conditions affecting the work, the undersigned proposes to furnish all labor, supervision, materials, equipment, and services necessary to perform all the work in accordance with the contract documents for the following lump sum amount.

The Owner will consider any request made by the Contractor to extend the Contractor's time for performance of the work and may grant reasonable time extensions when delays in the Contractor's work performance are directly caused by supply chain delays, if the Contractor has provided the Owner with (i) reasonable notice in advance that its work is being impacted by supply chain delays; (ii) adequate verification to support the Contractor's claim; and (iii) written certification that any delay in its performance of this Contract is beyond the Contractor's control and not the result of actions or any failure to act by the Contractor.

**BASE BID**

The Lump Sum Base Bid price for the entire work in this package, including any allowances, completed within the time limits and in accordance with the contract documents is:

\_\_\_\_\_ Dollars  
(Words)

( \$ \_\_\_\_\_ ) .  
(Figures)

**ADDENDA:**

The above stated bid is based on the Contract Documents and the following additional addenda issued subsequent to the release of the drawings and specifications for bids. (List all addenda with dates, if issued. If no addenda are issued, write the word “none”.)

Addenda # _____	Date _____	Addenda # _____	Date _____
Addenda # _____	Date _____	Addenda # _____	Date _____

**TIME OF COMPLETION:**

Work at the site(s) shall commence within ten (10) working days following the execution of the contract or the Notice-To-Proceed (NTP). The Owner anticipates the Award of these contract(s) or the issuance of the NTP on or before August 18, 2023. All work shall be substantially complete no later than 14 weeks (98 calendar days) after NTP and 100% Final Completion shall be achieved no later than 16 weeks (112 calendar days) after NTP.

The Owner will consider any request made by the Contractor to extend the Contractor’s time for performance of the work and may grant time reasonable time extensions when delays in the Contractor’s work performance are directly caused by supply chain delays, if the Contractor has provided the Owner with (i) reasonable notice in advance that its work is being impacted by supply chain delays; (ii) adequate verification to support the Contractor’s claim; and (iii) written certification that any delay in its performance of this Contract is beyond the Contractor’s control and not the result of actions or any failure to act by the Contractor.

**PROFIT AND OVERHEAD FOR CHANGE ORDERS:**

Change Orders initiated per Article 9 of the General Conditions shall be executed on the basis of the cost of the work, plus a percentage of the work, according to the percentages indicated in Articles 9.3.4.2.1 and 9.3.4.2.2 of the General Conditions.

**OTHER:**

If notified of the acceptance of this bid(s) within (60) calendar days after the date fixed for the opening of the bids, the undersigned agrees to execute and deliver to the owner the Contract and Contractor’s Bonds within ten (10) calendar days from the date of notification and, to faithfully and properly complete the work with the best interest of the Owner, the safety of the public, and in accordance with first class workmanship.

The undersigned agrees that the Owner may retain five percent (5%) of the Contract amount as specified in the **Sample Agreement/Agreement**.

**BID SECURITY:**

Attached hereto is a cashiers check, certified check, or Bid Bond (AIA Document A310 or from a Surety Company authorized to do business in the Commonwealth of Virginia and acceptable to the Owner), none of which shall be less than five percent (5%) of the principle bid amount, and made payable to Suffolk City School Board.

The undersigned agrees, if awarded the Contract, to comply with all provisions regarding commencement, performance, completion, and acceptance of the work described in the above-mentioned specifications and drawings, construction contract, and as stipulated in this proposal. The undersigned further agrees, if awarded this contract, to execute and deliver Performance and Labor and Material Payment bonds each in an amount equal to one hundred percent (100%) of the Contract Price. In case of bidders failure to execute the Contract, provide a performance bond, or to commence the work, the check or bid bond shall be paid as liquidated damages for such failure; otherwise the check or bid bond accompanying the proposal will be returned to the Undersigned.

**LIQUIDATED DAMAGES:**

The Owner has agreed that liquidated damages will not be enforced on this project but expects every reasonable effort to be made to deliver the project in compliance with the requirements and in the shortest time possible, but not later than the specified Substantial and Final Completion dates. Bidder also acknowledges that time is of the essence and that work to be performed by others and/or use of the school is restrained by the timely completion of the work within this contract.

The Owner will consider any request made by the Contractor to extend the Contractor's time for performance of the work and may grant time reasonable time extensions when delays in the Contractor's work performance are directly caused by supply chain delays, if the Contractor has provided the Owner with (i) reasonable notice in advance that its work is being impacted by supply chain delays; (ii) adequate verification to support the Contractor's claim; and (iii) written certification that any delay in its performance of this Contract is beyond the Contractor's control and not the result of actions or any failure to act by the Contractor.

**BID FORM SIGNATURE(S):**

The Undersigned declares that this firm is (check one):

- ☐ A Corporation organized and existing under the laws of \_\_\_\_\_.
- ☐ A Partnership consisting of \_\_\_\_\_.
- ☐ A sole Proprietorship.
- ☐ Other \_\_\_\_\_.

Virginia State Corporation Commission ID # \_\_\_\_\_

It is agreed, that the Undersigned has complied with and/or will comply with all requirements concerning licensing and with all other Local, State, and National laws and that no legal requirement has been, or will be, violated in making or accepting this proposal, in awarding the contract to him, and/or in the prosecution of the work required therein.

The Undersigned declares that the person, or persons, signing this proposal is/are fully authorized to sign the proposal on behalf of the firm listed and to fully bind their firm listed to all the conditions

**OPERATIONS CENTER KITCHEN ALTERATIONS**  
**SUFFOLK PUBLIC SCHOOLS**

**RRMM PROJECT NO. 21222.07**

and provisions thereof. It is agreed that no person, persons, or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal of the Contract that may be entered into as a result thereof and that in all respects the proposal is legal, fair, and submitted in good faith without collusion or fraud.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
(Name of Firm)

\_\_\_\_\_  
(Address)

*Affix Seal*

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email address \_\_\_\_\_

Registered Virginia Contractor #: \_\_\_\_\_ ( Please attach a copy of the registration)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_  
(Printed)

*Affix Seal*

END OF BID FORM



# Document A310 - 2010

## ***Bid Bond***

### **CONTRACTOR:**

*(Name, legal status and address)*

### **SURETY:**

*(Name, legal status and principal place of business)*

### **OWNER:**

*(Name, legal status and address)*

Suffolk Public Schools  
100 N. Main Street  
Suffolk VA 23434

### **BOND AMOUNT: \$**

### **PROJECT:**

*(Name, location or address, and Project number, if any)*

Operations Center Kitchen Alteration  
Suffolk, VA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid document, or within such time period as may be agreed to by the Owner and Contractor and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pay to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bid specified in the bid document, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provision conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

### **ADDITIONS AND DELETIONS:**

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

necessary information and where the author has added to or deleted from the original AIA text.

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OPERATIONS CENTER KITCHEN ALTERATIONS**  
**SUFFOLK PUBLIC SCHOOLS**

**RRMM PROJECT NO. 21222.07**

Init.

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User Notes: (389ADA2E)

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furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this    day of    ,

_____	_____
(Witness)	(Contractor as Principal) (Seal)
_____	_____
	(Title)
_____	_____
	(Surety) (Seal)
_____	_____
(Witness)	(Title)





**Sample Agreement**

**Suffolk City School Board**  
**IFB # -1815**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between the Suffolk City School Board, (hereinafter called the Owner), whose address is 100 N Main Street, Suffolk, VA 23434 and \_\_\_\_\_ (hereinafter called the Contractor), whose address is \_\_\_\_\_.

WITNESSETH: WHEREAS, the Owner intends to contract the construction of the Operation Center Kitchen Alteration. The project is located at 3264 Pruden Blvd. (Rt. 460), Suffolk, Virginia 23434.

WHEREAS, the Contractor agrees to perform the work for the sum herein stated.

NOW THEREFORE, the Owner and the Contractor agree as set forth below.

**ARTICLE 1. SCOPE OF WORK**

The work to be performed shall be in accordance with IFB-1815 and all related Contract Documents prepared by RRMM Architects dated December 21, 2021, and entitled “**Operation Center Kitchen Alteration**”. The Contractor agrees to furnish all labor, materials, equipment and supervision to complete the work as required in the Contract Documents, which are hereby made a part of this contract by reference. It is understood and agreed by the parties hereto that all work shall be performed as required in IFB-1815 and related Contract Documents and shall be subject to inspection and approval by the Owner or its authorized representative. The relationship of the Contractor to the Owner hereunder is that of an independent Contractor. The Contract Documents are defined in the General Conditions and are incorporated herein by reference.

**ARTICLE 2. TIME OF COMPLETION**

The Contractor shall commence the work promptly upon the date established in the Notice of Award or Notice to Proceed. The Contractor shall achieve all the times and dates shown on the bid form, which are incorporated herein by reference and made a part of this Contract as though fully set forth herein. All work shall be substantially complete no later than 14 weeks (98 calendar days) after NTP and 100% Final Completion shall be achieved no later than 16 weeks (112 calendar days) after NTP.

**ARTICLE 3. CONTRACT SUM**

The Owner agrees to pay, and the Contractor agrees to accept in full performance of this Contract, the sum of \_\_\_\_\_, (\$ \_\_\_\_\_) which sum also includes:

- A) The cost of a 100% Performance Bond and a 100% Payment Bond, said bonds having been posted by the Contractor pursuant to laws of the Commonwealth of Virginia;
- B) All work included in bid Addenda Number(s) \_\_\_\_\_.

**ARTICLE 4. PAYMENT**

The Owner agrees to pay the Contractor as the work progresses, but not more frequently than once each month after the date of the Notice of Award or Notice to Proceed, and only after fully complying with the General Conditions and completion of an acceptable Certificate of Payment for the work performed during the preceding calendar month, ninety-five percent (95%) of the value of the labor performed and, subject to the requirements of the General Conditions, ninety-five percent (95%) of the value of materials furnished in place or on-site.

The Contractor shall supply such evidence of labor performed and materials furnished, as the Owner may desire, at time of request for the Certificate of Payment of account. Materials for which payment has been made cannot be removed from job site.

Retainage Reduction – Five percent (5%) of the earned amount shall be retained from each monthly payment until fifty percent (50%) of the dollar amount of the Contract has been earned. During the last fifty percent (50%) of the Contract, retainage may be reduced pursuant to applicable provisions of the General Conditions.

**ARTICLE 5. INDEBTEDNESS**

Before final payment is made, the Contractor must submit evidence in the form of a final waiver of lien or claim to the Owner that all payrolls, materials bills, subcontracts and outstanding indebtedness in connection with the work have been paid or what arrangements have been made for their payment.

A contractor is to be liable for the entire amount owed to any subcontractor with which it contracts. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.

Payment will be made without unnecessary delay and after receipt of such evidence as mentioned above and final acceptance of the work by the Owner.

**ARTICLE 6. ADDITIONAL WORK**

It is understood and agreed by the parties hereto that no money will be paid to the Contractor for any additional labor or materials furnished unless a new contract in writing or a modification hereto for such additional materials or labor has been executed by the Owner and Contractor. The Owner specifically reserves the right to modify or amend this Contract and the total sum due hereunder either by enlarging or restricting the scope of work.

**ARTICLE 7. ACCEPTANCE**

The work shall be inspected for acceptance by the Architect promptly upon receipt of notice from the Contractor that the work is complete and ready for inspection.

**ARTICLE 8. DISPUTES PERTAINING TO PAYMENT FOR WORK**

Should disputes arise regarding the value of any work done, or any work omitted, or of any extra work which said Contractor may be required to perform, or respecting any other elements involved in this Contract, said dispute shall be brought to the attention of the Program Manager who will endeavor to settle matters. If he/she is unsuccessful, the dispute will be brought to the attention of the Suffolk City School Board and their decision shall be final and conclusive.

**ARTICLE 9. TERMINATION FOR BREACH, ETC.**

If the Contractor shall be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors violate any of the provisions of this Contract, the Owner may serve written notice upon him of its intention to terminate said Contract; and unless, within ten (10) days after the serving of such notice, such violation shall cease, the Owner then may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor. The Owner may take possession of and utilize in completing the work, such materials, equipment, and any other property belonging to the Contractor as may be on the site of the work and necessary therefore. The Owner may, at any time upon ten (10) days written notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner) the whole or any portion of the work for the convenience of the Owner.

**ARTICLE 10. OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNT AND MAKE APPLICATION THEREOF**

The Owner may withhold from payment to the Contractor such an amount or amounts as, in the Owner's sole judgment, may be necessary to pay just claims against the Contractor or any subcontractor for labor and services rendered and materials furnished in and about the work. The Owner may apply such withheld amounts on the payment of such claims in its sole discretion. In so doing, the Owner shall be deemed the agent of the Contractor and payments so made by the Owner shall be made by the Owner under the terms of the Contract and in good faith and no liability whatsoever shall attach to the Owner for having made such payments. Such payments may be made without prior determination by the Owner of the validity of any claim or claims.

**ARTICLE 11. LIABILITY AND INDEMNIFICATION**

The Contractor agrees that it shall at all times protect and indemnify and save harmless, the Suffolk City School Board and all institutions, agencies, departments, authorities and instrumentalities of the School Board and any member of the School Board or of their boards or commissions or any of the elected or appointed officers or any of their employees or authorized volunteers as described in the General Conditions of the project specifications which are included herein by reference, from any and all claims, damages of every kind and nature made, rendered or incurred by or in behalf of any person or corporation whatsoever, including the parties hereto and their employees that may arise, that occur

or grow out of any acts, actions, work or other activity done by the said Contractor in the performance and execution of this Contract.

**ARTICLE 12. SUBCONTRACTOR**

No part of this Contract shall be sublet by the Contractor without prior written approval of the Owner.

**ARTICLE 13. LIQUIDATED DAMAGES**

The Owner has agreed that liquidated damages will not be enforced on this project but expects every reasonable effort to be made to deliver the project in compliance with the requirements and in the shortest time possible, but not later than the specified Substantial and Final Completion dates. Bidder also acknowledges that time is of the essence and that work to be performed by others and/or use of the school is restrained by the timely completion of the work within this contract.

The Owner understands the supply chain issues the roofing industry and other industries are currently dealing with and if delays are a direct result of materials not being available for delivery, the contractor shall not be held liable.

The Owner will consider any request made by the Contractor to extend the Contractor's time for performance of the work and may grant time reasonable time extensions when delays in the Contractor's work performance are directly caused by supply chain delays, if the Contractor has provided the Owner with (i) reasonable notice in advance that its work is being impacted by supply chain delays; (ii) adequate verification to support the Contractor's claim; and (iii) written certification that any delay in its performance of this Contract is beyond the Contractor's control and not the result of actions or any failure to act by the Contractor.

**ARTICLE 14. NONDISCRIMINATION**

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

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or

vendor.

Suffolk Public Schools does not discriminate against faith-based organizations.

**ARTICLE 15, DRUG FREE WORKPLACE**

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free work place for the contractor's employees,
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance or marijuana is prohibited in the contractor's work place and specifying the actions that will be taken against employees for violations of such prohibition,
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free work place,
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10, 000 so that the provisions will be binding upon each subcontractor or vendor.

**ARTICLE 16, CONTRACTOR/EMPLOYEE BACKGROUND CERTIFICATION**

Upon award, the contractor and any employee who will have direct contact with students shall provide certification that (i) he has not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; and (ii) whether he has been convicted of a crime of moral turpitude.

Any person making a materially false statement regarding such offense shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. **(Included)**

**ARTICLE 17, STATE CORPORATION COMMISSION ID NUMBER**

In accordance with new registration requirements effective July 1, 2010, the Contractor shall include the identification number issued by the State Corporation Commission as proof of registration or justification for non-registration per the requirements in Section 13.1 or Title 50 of the Code of Virginia.  
**SCC ID #** \_\_\_\_\_

**ARTICLE 18, COMPLIANCE WITH FEDERAL IMMIGRATION LAW**

The Contractor shall not, during the performance of a contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**SIGNATURE PAGES**

**IN WITNESS WHEREOF**, the parties have caused the Agreement to be executed by the following duly authorized officials.

SUFFOLK CITY SCHOOL BOARD,  
A Body Corporation

By: \_\_\_\_\_  
Chair  
Suffolk City School Board

By: \_\_\_\_\_  
Superintendent  
Suffolk City Public Schools

**NOTARY CLAUSE**

Commonwealth of Virginia

City/County \_\_\_\_\_, to wit: The following instrument was

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, and  
Name Title

\_\_\_\_\_, \_\_\_\_\_.  
Name Title

My commission expires: \_\_\_\_\_

Notary Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**NOTARY CLAUSE**

Commonwealth of Virginia

City/County \_\_\_\_\_, to wit: The following instrument was

Acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_  
Name

\_\_\_\_\_, \_\_\_\_\_, and  
Name Title

\_\_\_\_\_, \_\_\_\_\_.  
Name Title

My commission expires: \_\_\_\_\_

Notary Number: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
School Board Attorney

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# AIA® Document A201® 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

Operation Center Kitchen Alteration  
Suffolk, Virginia

### THE OWNER:

*(Name, legal status and address)*

Suffolk Public Schools  
100 N. Main Street  
Suffolk, Virginia 23434

### THE ARCHITECT:

*(Name, legal status and address)*

RRMM Architects  
1317 Executive Boulevard  
Suite 200  
Chesapeake, Virginia 23320

### ADDITIONS AND DELETIONS:

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**SUFFOLK PUBLIC SCHOOLS**

**RRMM PROJECT NO. 21222.07**

Init.

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## **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 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 and certify termination of the Agreement under Section 14.2.2.

### **§ 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.

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the



portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

### § 2.3 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.

### § 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the 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 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the 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 make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

## **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

**§ 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 authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect 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

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.

### § 3.6 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 21 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed 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 furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner 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 SCHEDULES**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits set forth in the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

**§ 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 maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

submittals. These shall be available to the Architect and shall be 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 the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

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

§ **3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### **§ 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

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

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

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

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

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION**

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

## § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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 in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

## **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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

### **§ 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 report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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, and the Contractor shall proceed promptly, 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 7.3.7.

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

**§ 7.3.5** Upon receipt of a Construction Change Directive, 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.



§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the 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 7.3.7 shall be limited to the following:

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the 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 has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

## ARTICLE 8 TIME

### § 8.1 DEFINITIONS

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

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

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

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

## **§ 8.2 PROGRESS AND COMPLETION**

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

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

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

## **§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order 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**

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

### **§ 9.2 SCHEDULE OF VALUES**

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

### **§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** At least 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 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 material 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, material suppliers, or other persons or entities making a claim by reason of having 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 issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

§ 9.5.3 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 material or equipment suppliers to whom the

Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate 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 Subcontractors 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 material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

## **§ 9.7 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' written 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 shut-down, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

### § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner 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 as required under Section 11.3.1.5 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 written 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 and, 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 terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract

Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. 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. If such lien 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 such lien, 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 and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect 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; or
- .3 terms of special warranties required by the Contract Documents.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor or material 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 or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

**§ 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, except damage or loss 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, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ **10.3 HAZARDOUS MATERIALS**

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

§ **10.3.2** Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ **10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, 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 materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

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

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

#### § 10.4 EMERGENCIES

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

### ARTICLE 11 INSURANCE AND BONDS

#### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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



insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

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

#### **§ 11.3 PROPERTY INSURANCE**

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

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

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 11.3.1.3** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

**§ 11.3.1.4** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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

#### **§ 11.3.2 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### **§ 11.3.3 LOSS OF USE INSURANCE**

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

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

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

§ 12.1.1 If a portion of the Work is covered contrary to the 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, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

#### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the 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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner 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 2.4.

§ 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, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 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 except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. 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 such 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 such assignment.

### **§ 13.3 WRITTEN NOTICE**

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

### **§ 13.4 RIGHTS AND REMEDIES**

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

**§ 13.4.2** No action or failure to act by the Owner, 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 there under, except as may be specifically agreed in writing.

### **§ 13.5 TESTS AND INSPECTIONS**

**§ 13.5.1** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

**§ 13.5.2** 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.



§ **13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, 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.

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

§ **13.5.5** 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.

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

#### § **13.6 INTEREST**

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

#### § **13.7 TIME LIMITS ON CLAIMS**

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

### **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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

§ **14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written 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 as described in 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 written 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 Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 CLAIMS**

#### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must 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 CONTINUING CONTRACT PERFORMANCE**

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

#### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

#### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

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

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

#### **§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

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

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

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

### **§ 15.2 INITIAL DECISION**

**§ 15.2.1** Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision 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 such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

## § 15.3 MEDIATION

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

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



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

#### § 15.4 ARBITRATION

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

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

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

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

#### § 15.4.4 CONSOLIDATION OR JOINDER

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

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

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



## **SECTION 000800 - SUPPLEMENTAL CONDITIONS**

The following Supplemental Conditions modify the "General Conditions of the Contract for Construction", AIA Document A201, Fifteenth Edition, 2007. Where a portion of the General Conditions is modified or deleted by these Supplemental Conditions, the unaltered portions of the General Conditions shall remain in full force and effect.

### **ARTICLE 1; GENERAL PROVISIONS**

#### **1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add to 1.2 the following Clause 1.2.3.1:

1.2.3.1 Where on any drawings a portion of the Work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to all other work. Where details or conditions are indicated but started only, such details, or conditions shall be continued throughout the course or parts in which they occur and shall also apply to all other similar parts of the Work unless otherwise indicated or specifically noted. On all Drawings, figures shall take precedence over measurements by scale, and scaling is done at the Contractor's own risk.

### **ARTICLE 2; OWNER**

#### **2.1. GENERAL**

Delete Subparagraph 2.1.2 in its entirety.

#### **2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

Delete Subparagraph 2.2.1 in its entirety.

Delete subparagraph 2.2.5 in its entirety and substitute the following:

2.2.5 The Contractor will be furnished, an electronic (PDF) copy of the drawings and specifications. Additional hard copy sets will be furnished at the cost of reproduction, postage and handling.

#### **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

2.4.1 Delete the sentence in Subparagraph 2.4.1 reading "Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect."

### **3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

Add the following subparagraph 3.10.4:

3.10.4 Contract time adjustments for abnormal inclement weather will be based upon the following requirements:

3.10.4.1 Contractor agrees that Dates under this Contract will not be extended due to normal inclement weather. For a time extension to be granted for abnormal inclement weather: (1) such weather must, in the judgment of the Architect, actually have an adverse effect upon the progress of the Contractor's work which is of a critical nature; and (2) in the judgment of the Architect, the adverse effect must not be due to any fault or negligence of Contractor and could not have been avoided by Contractor through proper planning, coordination, and implementation of adequate weather protection necessary to allow the Work to be continued. Contractor agrees that the fact that abnormal inclement weather may occur, does not, of itself, justify any time extension hereunder.

3.10.4.2 Contractor agrees that it shall not be entitled to a time extension for normal inclement weather which can be expected at the Project locale due to precipitation, based on actual data from the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA) for the locale of the Project. Contractor acknowledges and warrants that in making its bid and Construction Schedule for the Work, it gave due care and consideration to this expected number of work days of inclement weather for the locale of the Project and allowed therefore the impact of inclement weather on subsequent work. During the time of performance, should the expected number of work days of inclement weather for the locale of the Project be less than originally anticipated by Contractor and Owner, at the time of contracting, those days not so affected by inclement weather shall be considered float time.

January	8	July	4
February	8	August	4
March	8	September	4
April	6	October	4
May	4	November	4
June	4	December	6

3.10.4.3 Time extensions for weather delays during a given month will be allowed only for actual work days lost in excess of the anticipated number of work days lost (listed above) and only when those excess lost days adversely impact the current critical path(s) leading to the specified Substantial Completion or Contract Completion dates. Actual work days lost are defined as days that work was prevented on critical path activities for fifty percent (50%) or more of the Contractor's scheduled workday.

3.10.4.4 Within fourteen (14) calendar days after the end of a given month, the Contractor must submit its time extension request for any weather related delays along with supporting data. For instance, if the contractor requests a time extension for weather related delays during March, the request is due on April 14. If the extension request is not submitted within the aforementioned timeframe, the Contractor shall have waived any and all rights it may have against the Owner.

Add the following subparagraph 3.10.5:

3.10.5 The Contractor shall submit an updated construction schedule monthly with his application for payment. The revised schedule will demonstrate a strategy for overcoming any variances in the previous month's schedule in order to complete the project on time. Pay requests will not be reviewed unless accompanied by the update schedule.

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Amend subparagraph 3.12.5 by adding new sub-paragraphs 3.12.5.1 and 3.12.5.2, as follows:

3.12.5.1 Any Drawings, Schedules, and Catalog Data submitted without the Contractor's stamp of approval will not be considered by the Architect and will be returned to the Contractor.

3.12.5.2 The Contractor shall be responsible for the satisfactory construction of all Work in accordance with the quantities, dimensions, and designs shown in the Contract documents and the furnishing of all materials necessary for the Work and required by the Contract Documents even if not indicated on the submittals that have been approved by the Architect.

Amend subparagraph 3.12.8 by adding the following to the end of the paragraph:

Failure to so notify the Architect in writing of such deviations shall constitute just cause for rejection of samples and Shop Drawings, including all finished work resulting therefrom, at any time during the construction and up through the prescribed guarantee period. The Architect's approval of samples and Shop Drawings is made with the understanding that such Shop Drawings and samples conform with, and do not deviate from the Contract Documents unless Architect is so informed in writing at the time of submittal thereof.

### 3.14 CUTTING AND PATCHING

Add to 3.14 the following subparagraph 3.14.3:

3.14.3 No cutouts, access doors or mechanical or electrical conduit or devices of any sort shall be installed in finished materials or areas other than in mechanical rooms, wall chases

and shafts without specified prior approval of location, and without the prior submittal by Contractor to Owner of a sample of the proposed catalog cut.

### **3.18 INDEMNIFICATION**

Delete the wording within the parentheses in Subparagraph 3.18.1.

## **ARTICLE 4; ADMINISTRATION OF THE CONTRACT**

### **4.1 ARCHITECT**

Add to 4.1.1 the following clause 4.1.1.1:

4.1.1.1 Wherever the term "Architect" is used in the Contract Documents, it refers to RRMM Architects and/or their duly authorized representatives.

Delete Subparagraphs 4.1.2 and 4.1.3.

### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

Delete subparagraph 4.2.12 and substitute the following:

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.

## **ARTICLE 5; SUBCONTRACTORS**

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Delete Subparagraph 5.4.2 in its entirety.

## **ARTICLE 6; CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.2 MUTUAL RESPONSIBILITY**

Add the following subparagraph 6.2.6:

6.2.6 If any other Contractor or his subcontractors or their material suppliers shall suffer loss or damage through acts of omissions on the part of the Contractor, any subcontractor, and

sub-subcontractor or any material man of any foregoing, the Contractor agrees to reimburse such other Contractor or his sub-contractor or material supplier to the extent that they may be entitled to reimbursement. If such other Contractor or subcontractor or his material supplier shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor and the Contractor shall indemnify and save the Owner harmless from and against loss, liability, claim, damage, fee, expense, including reasonable attorney's fees of any kind whatsoever arising out of or in any way connected with any such claim and Contractor shall defend at his own expense any suit in connection with any such claim, and if a judgment shall be rendered against the Owner in connection with any such claim, Contractor shall pay or satisfy any such judgment or claim and shall pay all costs, fees, expenses, disbursements and liabilities of whatsoever kind in connection therewith.

## **ARTICLE 7; CHANGES IN THE WORK**

### **7.3 CONSTRUCTION CHANGE DIRECTIVES**

7.3.7 At the end of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such agreement, a reasonable amount." and substitute "an allowance for overhead and profit in accordance with Clause 7.3.11.1 through 7.3.11.6 below."

Add the following Subparagraph 7.3.11:

7.3.11 In Subparagraph 7.3.7, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, ten percent of the cost.
- .2 For the Contractor, for Work performance by the Contractor's Subcontractor, five percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by the Subcontractor's or Sub-subcontractor's own forces, ten percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a

complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

## **ARTICLE 9; PAYMENTS AND COMPLETION**

### **9.3 APPLICATIONS FOR PAYMENT**

Add the following clause 9.3.1.3 to 9.3.1:

9.3.1.3 Until substantial completion, the Owner shall not pay more than ninety-five percent (95%) of the amount due the Contractor on account of progress payments.

### **9.6 PROGRESS PAYMENTS**

Add the following clause 9.6.2.1 to 9.6.2:

9.6.2.1 A contractor is to be liable for the entire amount owed to any subcontractor with which it contracts. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount promised to the subcontractor under the contract, the contractor shall notify the subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for non-payment. Payment by the party contracting with the contractor shall not be a condition precedent to payment to any lower-tier subcontractor, regardless of that contractor receiving payment for amounts owed to that contractor. Any provision in a contract contrary to this section shall be unenforceable.

### **9.7 FAILURE OF PAYMENT**

Delete Paragraph 9.7.

### **9.8 SUBSTANTIAL COMPLETION**

Delete Paragraph 9.8.

### **9.10 FINAL COMPLETION AND FINAL PAYMENT**

Delete Subparagraph 9.10.3

Delete Subparagraph 9.10.5 and substitute the following:

9.10.5 Acceptance of final payment by the Contractor or sub-contractor or material supplier



shall constitute a waiver and release of all Claims by that payee except those previously made in writing and pursued by the payee as required by the terms of the Contract Documents. Such Claims previously made must be identified by the payee as unsettled at the time of final application for payment.

Add Subparagraph 9.10.6 as follows:

9.10.6 Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment nor the issuance of a certificate of substantial completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the project or any part thereof by Owner, nor any act of acceptance by Owner, nor any failure to do so, nor the failure of Owner to file a Claim as set forth in the Contract Documents, nor any correction of defective work by Owner, shall constitute an acceptance of work not in accordance with the Contract Documents nor shall the same relieve the Contractor of responsibility for faulty materials or workmanship or operate to release the Contractor or his surety from any obligation under the contract, the performance bond or the payment bond.

Add the following Paragraph 9.11 as follows:

#### **9.11 LIQUIDATED DAMAGES**

9.11.1 The Owner has agreed that liquidated damages will not be enforced on this project but expects every reasonable effort to be made to deliver the project in compliance with the requirements and in the shortest time possible, but not later than the specified Substantial and Final Completion dates. Bidder also acknowledges that time is of the essence and that work to be performed by others and/or use of the facility is restrained by the timely completion of the work within this contract.

The Owner understands the supply chain issues within the construction industry and if delays are a direct result of materials not being available for delivery, the contractor shall not be held liable.

#### **ARTICLE 10; PROTECTION OF PERSONS AND PROPERTY**

##### **10.2 SAFETY OF PERSONS AND PROPERTY**

Add to 10.2.1 the following paragraph 10.2.1.4:

10.2.1.4 Contractor's materials, tools, machinery, equipment, appliances, shoring, sheds and personal property of the Contractor's employees.

Add to 10.2.2 the following clause 10.2.2.1:

10.2.2.1 The Contractor agrees in order that work be executed with the greater degree of safety:

- (1) To comply with all laws, ordinances, and regulations regarding safety.
- (2) To comply as applicable with the "Rules and Regulations Governing Construction Demolition and All Excavations" as adopted by the Safety Codes Commission of the Commonwealth of Virginia.
- (3) To conform to all applicable provisions of the "Manual of Accident Prevention in Construction" published by the Association of General Contractor of America, Inc., latest edition.
- (4) To comply with all applicable provisions of the "Occupational Safety and Health Act of 1970," as amended.

In subparagraph 10.2.5 delete the language within the parentheses.

### **10.3 HAZARDOUS MATERIALS**

Delete subparagraph 10.3.2 and in its place substitute the following:

10.3.2 The Owner shall verify the presence or absence of the material or substances reported by the Contractor and, in the event such material or substance is found to be present, verify that it has been rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

Delete subparagraph 10.3.3 in its entirety.

Delete subparagraph 10.5 in its entirety.

## **ARTICLE 11; INSURANCE AND BONDS**

### **11.1 CONTRACTOR'S LIABILITY INSURANCE**

Add new subparagraphs 11.1.1.9 and 11.1.1.10, as follows:

11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C, and U coverage as applicable).
2. Independent Contractor's Protective
3. Products and Completed Operations

4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

11.1.1.10 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.

Add the following Clause 11.1.2.1:

11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation

(a) State: Statutory

(b) Applicable Federal (e.g., Longshoreman's): Statutory

(c) Employer's Liability: \$100,000 per Accident  
\$100,000 Disease, Policy Limit  
\$100,000 Disease, Each Employee

2. Comprehensive or Commercial General Liability (including Premises Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

(a) Bodily Injury: \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

(b) Property Damage: \$100,000 Each Occurrence  
\$1,000,000 Aggregate

(c) Products and Completed Operations to be maintained for one year after final payment: \$1,000,000 Aggregate

(d) Property Damage Liability Insurance shall provide X, C, and U coverage

(e) Broad Form Property Damage Coverage shall include Completed Operations.

3. Contractual Liability:

(a)	Bodily Injury:	\$1,000,000	Each Occurrence
		\$1,000,000	Aggregate
4.	Personal Injury, with Employment Exclusion deleted:	\$1,000,000	Aggregate
5.	Business Auto Liability (including owned, non-owned and hired vehicles):		
(a)	Bodily Injury:	\$1,000,000	Each Person
		\$1,000,000	Each Occurrence
(b)	Property Damage:	\$100,000	Each Occurrence
6.	Umbrella Excess Liability:	\$2,000,000 over primary insurance \$10,000 retention for self-insured hazards each occurrence.	

11.1.3 Add the following sentence to Subparagraph 11.1.3:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable. The Certificate of Insurance shall provide an endorsement naming Suffolk Public Schools of the City of Suffolk, Virginia as Additional Insured.

### 11.3 PROPERTY INSURANCE

Delete subparagraphs 11.3.1, 11.3.1.1, 11.3.1.2, 11.3.1.3, 11.3.1.4 and 11.3.1.5, and substitute the following:

11.3.1 Contractor or builder's risk insurance in the all-risk form shall be provided by the Contractor in a minimum amount of 100 per cent of the Contract Sum covering damage to or loss of work performed under the Contract caused by fire, explosion, wind, lightening, vandalism, malicious mischief and any other similar casualty risk or peril. The insurance shall be payable to the Owner and the Contractor as their respective interests may appear. The Owner shall be named as an additional insured in the insurance contract. Such insurance shall cover portions of the Work stored off site, and also portions of the Work in transit. Delete Subparagraphs 11.3.3, 11.3.4, 11.3.5, 11.3.6, 11.3.7, 11.3.8, 11.3.9 and 11.3.10.

### 11.4 PERFORMANCE BOND AND PAYMENT BOND

Delete Subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be in the form specified in the

Contract Documents with surety approved by the County Attorney. The cost of all bonds shall be included in the Contract sum. The amount of each bond shall be equal to 100 percent of the Contract sum. The bonds shall be maintained in full force and effect until final acceptance of the Work by the Owner. The Contractor will cause the surety to agree to be bound by each and every provision in the Contract Documents.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not later than the date of execution of the Contract or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Owner that such bonds will be furnished.

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

11.4.1.3 The surety will give written notice to the Owner, within seven (7) days after receipt of a declaration of default of the surety's election either to remedy the default or defaults promptly or to pay the Owner the penal sum of the bond, time being of the essence. In the notice of election, the surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction of each item of Work, (c) the finishing of each omitted item of Work, and (d) the performance of the Work. The surety shall not assert insolvency of the Contractor or Contractor's denial of default as justification for its failure to promptly remedy the default or defaults or to perform the Work.

## **ARTICLE 13; MISCELLANEOUS PROVISIONS**

### **13.6 INTEREST**

Delete paragraph 13.6.

### **13.7 TIME LIMITS ON CLAIMS**

Delete paragraph 13.7 and all subparagraphs thereof, in their entirety.

Add a new paragraph 13.8 as follows:

### **13.8 EQUAL OPPORTUNITY**

13.8.1 During the performance of this contract, the Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor, in accordance with Articles 5.10 and 5.11 of the IFB, will not discriminate against any employee or applicant for employment because of race, religion,

color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13.8.1.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

13.8.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

13.8.2 The Contractor will include the provisions of the foregoing subparagraphs 13.8.1.1, 13.8.1.2, and 13.8.1.3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **ARTICLE 14; TERMINATION OR SUSPENSION OF THE CONTRACT**

##### **14.1 TERMINATION OF THE CONTRACTOR**

Delete Subparagraph 14.1.1.4

##### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

14.2.2 In the first sentence, delete "upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,"

#### **ARTICLE 15; CLAIMS AND DISPUTES**

##### **15.1 CLAIMS**

Delete Subparagraph 15.1.1 and substitute the following:

15.1.1 Definition. A claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract but specifically does not include any Claim or demand arising for the first time after final payment is made. Claims must be made by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

Delete Subparagraph 15.1.2 and substitute the following:

##### **15.1.2 NOTICE OF CLAIMS.**

a. Notice. Notice of a claim by either party must be given to the other party within twenty- one (21) calendar days after occurrence of the event giving rise to such Claim or within twenty- one (21) days after the Claimant should reasonably have known of the condition giving rise to the Claim, whichever is later. Notice of claim must be made by written notice. Failure to make claims within the time period specified in this subparagraph shall be deemed a waiver of the claim.

b. Documentation. Supporting documentation of the claim shall be submitted within thirty (30) calendar days of the event on which the claim is based. Failure to submit supporting documentation within thirty (30) days bars further pursuit of the claim.

c. Additional claim. An additional claim made after the initial claim had been implemented by change order will not be considered unless submitted in a timely manner.

#### 15.1.5 CLAIMS FOR ADDITIONAL TIME.

Add the following to the end of subparagraph 15.1.5.1:

Requests for extension of time based on delayed deliveries of materials will not be considered, except in Owner's sole and unreviewable discretion. Submission of a bid and the time of completion stated thereon shall be considered confirmation of Contractor's having verified delivery dates for required materials.

#### 15.3 MEDIATION

Delete Paragraph 15.3 and all subparagraphs thereof in their entirety.

#### 15.4 ARBITRATION

Delete paragraph 15.4 and all subparagraphs thereof in their entirety.

### **END OF SUPPLEMENTAL CONDITIONS**

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# Document A305"-1986

## Contractor's Qualification Statement

The Undersigned certifies Under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:**

**ADDRESS:**

**SUBMITTED BY:**

**NAME:**

**ADDRESS:**

**PRINCIPAL OFFICE:**

Corporation  
Partnership  
Individual  
Joint Venture  
Other

**NAME OF PROJECT:** *(if applicable)* Operations Center Kitchen Alteration

**TYPE OF WORK:** *(file separate form/or each Classification of Work)*

General Construction  
HVAC  
Electrical  
Plumbing  
Other: *(Specify)*

### § 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

### ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

## § 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

## § 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### § 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

#### § 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

## § 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

## § 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

**PRE-BID QUESTION FORM**

**To:** Mr. Anthony Hinds, Purchasing Manager

[anthonyhinds@spsk12.net](mailto:anthonyhinds@spsk12.net)

**CC:** Ms. Melanie Weatherford, Project Architect, RRMM  
Architects

[mweatherford@rrmm.com](mailto:mweatherford@rrmm.com)

**Re:** Operations Center Kitchen Alterations

**Date Submitted:** \_\_\_\_\_

***Relevant Drawings and Specifications:***

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***Clarification Requested:***

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\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Sender's Name)

\_\_\_\_\_  
(Fax No.)

\_\_\_\_\_  
(Signature)

***Reply:***

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\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Work by Owner.
  - 4. Access to site.
  - 5. Work restrictions.
  - 6. Specification and drawing conventions.

1.3 PROJECT INFORMATION

- A. Project Identification: Operation Center Kitchen Alteration – Suffolk Public Schools (IFB # 1815).
  - 1. Project Location: 3264 Pruden Blvd. (Rt. 460), Suffolk, Virginia 23434.
- B. Owner: Suffolk Public Schools, 100 N. Main Street, Suffolk, Virginia 23434.
  - 1. Owner's Representative: Terry Napier, Director of Facilities and Planning, Suffolk Public Schools.
- C. Architect: RRMM Architects, 1317 Executive Boulevard, Suite 200, Chesapeake, Virginia 23320.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. The project scope is generally comprised of the installation of kitchen equipment, and associated plumbing, mechanical, and electrical infrastructure in an existing shell space originally intended for a future training kitchen. The scope of work also includes minor selective demolition of floor, ceiling, and roof construction in order to install remaining infrastructure and mechanical equipment required for full use of the training kitchen.

2. The construction shall be completed by the following dates for all work:
  - a. Substantial Completion no later than 14 weeks (98 calendar days) after NTP.
  - b. 100% Final Completion no later than 16 weeks (112 calendar days) after NTP.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors for portions of the Project.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  1. Limits: Confine construction operations to areas affected by new work, Contractor's staging and storage. Limit disturbance of surroundings to the minimum required to complete the work.
  2. Driveways, Walkways and Entrances: Keep driveway and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Generally, from 7:00AM to 7:00PM on weekdays. Coordinate with Owner outside of these hours.
- C. Employee Screening: Comply with Owner's requirements for drug screening of Contractor personnel working on Project site.
  1. Maintain list of approved screened personnel with Owner's representative.



**1.7 SPECIFICATION AND DRAWING CONVENTIONS**

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012500 - SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Requirements:
  - 1. Section 016000 "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 2. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
- a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 - PRODUCTS

1.1 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - e. Requested substitution is compatible with other portions of the Work.
    - f. Requested substitution has been coordinated with other portions of the Work.
    - g. Requested substitution provides specified warranty.
    - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
  - 1. Section 013300 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
  - 2. Section 016000 "Product Requirements" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within twenty (20) days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

- c. Include costs of labor and supervision directly attributable to the change.
  - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include costs of labor and supervision directly attributable to the change.
  - 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  - 6. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on an approved change order form.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive Change Directive, which instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.



PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
  - 1. Section 012600 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Section 013200 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - 1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittal schedule.
    - c. Items required to be indicated as separate activities in Contractor's construction schedule.
  - 2. Submit the schedule of values to Architect at earliest possible date, but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
    - a. Project name and location.
    - b. Name of Architect.
    - c. Architect's project number.
    - d. Contractor's name and address.
    - e. Date of submittal.
  2. Arrange schedule of values in an approved format.
  3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Change Orders (numbers) that affect value.
    - d. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
      - 1) Labor.
      - 2) Materials.
      - 3) Equipment.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
  7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

**1.5 APPLICATIONS FOR PAYMENT**

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
  - 1. Submit draft copy of Application for Payment three (3) days prior to due date for review by Architect.
- C. Application for Payment Forms: Use Schedule of Values and an approved format for Certificate for Payment as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
    - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
    - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

- F. Transmittal: Submit four (4) signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within twenty-four (24) hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit conditional final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by conditional final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
  5. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final).
  4. Submittal schedule (preliminary if not final).
  5. List of Contractor's staff assignments.
  6. Copies of building permits.
  7. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  8. Report of preconstruction conference.
  9. Certificates of insurance and insurance policies.
  10. Performance and payment bonds.
  11. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- J. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Evidence that all issues related to pre-construction survey have been resolved.
5. Evidence that claims have been settled.
6. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
7. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017900 "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

- A. RFI: Request from Owner, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within fifteen (15) days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office and by each temporary telephone. Keep list current at all times.

#### 1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.

2. Preparation of the schedule of values.

3. Installation and removal of temporary facilities and controls.

4. Delivery and processing of submittals.

5. Progress meetings.

6. Preinstallation conferences.

7. Project closeout activities.

8. Startup and adjustment of systems.

- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

**1.6 REQUESTS FOR INFORMATION (RFIs)**

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Architect.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.
  - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven (7) working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following Contractor-generated RFIs will be returned without action:

- a. Requests for approval of submittals.
  - b. Requests for approval of substitutions.
  - c. Requests for approval of Contractor's means and methods.
  - d. Requests for coordination information already indicated in the Contract Documents.
  - e. Requests for adjustments in the Contract Time or the Contract Sum.
  - f. Requests for interpretation of Architect's actions on submittals.
  - g. Incomplete RFIs or inaccurately prepared RFIs.
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
  - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within ten (10) days of receipt of the RFI response.
- D. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly. Use CSI Log Form or an approved format.
  1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within five (5) days if Contractor disagrees with response.

## 1.7 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
  1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.

- B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than fifteen (15) days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Coordination of separate HVAC Contract.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.
    - o. Working hours.
    - p. Owner's occupancy requirements.
    - q. Responsibility for temporary facilities and controls.
    - r. Procedures for moisture and mold control.
    - s. Procedures for disruptions and shutdowns.
    - t. Construction waste management and recycling.
    - u. Parking availability.
    - v. Office, work, and storage areas.
    - w. Equipment deliveries and priorities.
    - x. First aid.
    - y. Security.
    - z. Progress cleaning.
  3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
  2. Refer to Specification Manual for section requiring pre-installation conferences.

- D. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.
      - 8) Temporary facilities and controls.
      - 9) Progress cleaning.
      - 10) Quality and work standards.
      - 11) Status of correction of deficient items.
      - 12) Field observations.
      - 13) Status of RFIs.
      - 14) Status of proposal requests.
      - 15) Pending changes.
      - 16) Status of Change Orders.
      - 17) Pending claims and disputes.
      - 18) Documentation of information for payment requests.
  4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or

recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Contractor's construction schedule.
  - 2. Construction schedule updating.
  - 3. Daily construction reports.
  - 4. Material location reports.
  - 5. Site condition reports.
  - 6. Special reports.
- B. Related Requirements:
  - 1. Section 013300 "Submittal Procedures" for submitting schedules and reports.
  - 2. Section 014000 "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. Cost Loading: The allocation of the schedule of values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum unless otherwise approved by Architect.
- C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

- D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- E. Event: The starting or ending point of an activity.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF file.
  - 2. Two (2) paper copies.
  - 3. Native format electronic schedule file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.
- C. Construction Schedule Updating: Submit with Applications for Payment.
- D. Daily Construction Reports: Submit in accordance with paragraph 3.1B.
- E. Special Reports: Submit at time of unusual event.
- F. Qualification Data: For scheduling consultant.

#### 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - 1. Secure time commitments for performing critical elements of the Work from entities involved.
  - 2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

**PART 2 - PRODUCTS**

**2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL**

- A. Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.
  - 1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- B. Recovery Schedule: When periodic update indicates the Work is fourteen (14) or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- C. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules by Oracle/Primavera (P3 or Sure Trak) or Microsoft (Project).

**2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)**

- A. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than fourteen (14) days after date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Architect's approval of the schedule.
  - 2. Use "one workday" as the unit of time for individual activities. Indicate nonworking days including weather days specified in supplemental conditions, paragraph 3.10.4.2 and holidays incorporated into the schedule in order to coordinate with the Contract Time.

**2.3 REPORTS**

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.

4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Emergency procedures.
12. Orders and requests of authorities having jurisdiction.
13. Change Orders received and implemented.
14. Construction Change Directives received and implemented.
15. Partial completions and occupancies.
16. Substantial Completions authorized.

- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner within one (1) day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.
1. In-House Option: Owner may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.
  2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

- B. Contractor's Construction Schedule Updating: At bi-monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule two (2) days before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate final completion percentage for each activity.
- C. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 013200

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## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 012900 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 013200 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Section 017823 "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Section 017900 "Demonstration and Training" for demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.

- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
  - 4. Format: Arrange the following information in a tabular format:
    - a. Scheduled date for first submittal.
    - b. Specification Section number and title.
    - c. Submittal category: Action; informational.
    - d. Name of subcontractor.
    - e. Description of the Work covered.
    - f. Scheduled date for Architect's final release or approval.
    - g. Scheduled date of fabrication.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
  - 1. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2007 format.
    - c. Contractor shall execute a data licensing agreement provided by the Architect.



- d. The following digital data files will be furnished for each appropriate discipline:
  - 1) Floor plans.
  - 2) Reflected ceiling plans.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - 1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 3. Resubmittal Review: Allow fifteen (15) days for review of each resubmittal.
  - 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow twenty-one (21) days for initial review of each submittal.
- D. Paper Submittals: Place a permanent label or title block on each submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 6 by 8 on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.

- c. Name of Architect.
  - d. Name of Contractor.
  - e. Name of subcontractor.
  - f. Name of supplier.
  - g. Name of manufacturer.
  - h. Number and title of appropriate Specification Section.
  - i. Drawing number and detail references, as appropriate.
  - j. Location(s) where product is to be installed, as appropriate.
  - k. Other necessary identification.
4. Additional Paper Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
5. Transmittal for Paper Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return without review submittals received from sources other than Contractor.
- a. Transmittal Form for Paper Submittals: Provide locations on form for the following information:
    - 1) Project name.
    - 2) Date.
    - 3) Destination (To:).
    - 4) Source (From:).
    - 5) Name and address of Architect.
    - 6) Name of Contractor.
    - 7) Name of firm or entity that prepared submittal.
    - 8) Names of subcontractor, manufacturer, and supplier.
    - 9) Category and type of submittal.
    - 10) Submittal purpose and description.
    - 11) Specification Section number and title.
    - 12) Specification paragraph number or drawing designation and generic name for each of multiple items.
    - 13) Drawing number and detail references, as appropriate.
    - 14) Indication of full or partial submittal.
    - 15) Transmittal number, numbered consecutively.
    - 16) Submittal and transmittal distribution record.
    - 17) Remarks.
    - 18) Signature of transmitter.
- E. Electronic Submittals: Electronic PDF files will be accepted by the Architect. Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS- 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
  4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Architect.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.
    - g. Category and type of submittal.
    - h. Submittal purpose and description.
    - i. Specification Section number and title.
    - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - k. Drawing number and detail references, as appropriate.
    - l. Location(s) where product is to be installed, as appropriate.
    - m. Related physical samples submitted directly.
    - n. Indication of full or partial submittal.
    - o. Transmittal number, numbered consecutively.
    - p. Submittal and transmittal distribution record.
    - q. Other necessary identification.
    - r. Remarks.
- F. Options: Identify options requiring selection by Architect.
- G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.

3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## **PART 2 - PRODUCTS**

### **2.1 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
  2. Action Submittals: Submit seven (7) paper copies of each submittal unless otherwise indicated. Architect will return three (3) copies.
  3. Informational Submittals: Submit four (4) paper copies of each submittal unless otherwise indicated. Architect will not return copies.
  4. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.

- e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
- 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.

3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.
- E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.

- F. Application for Payment and Schedule of Values: Comply with requirements specified in Section 012900 "Payment Procedures."
- G. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 014000 "Quality Requirements."
- H. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 017700 "Closeout Procedures."
- I. Maintenance Data: Comply with requirements specified in Section 017823 "Operation and Maintenance Data."
- J. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- L. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- M. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- N. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- O. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- P. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- Q. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- R. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.

2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- S. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- T. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- U. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- V. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## **2.2 DELEGATED-DESIGN SERVICES**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file and three (3) paper copies of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.



**PART 3 - EXECUTION**

**3.1 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017700 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

**3.2 ARCHITECT'S ACTION**

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

**END OF SECTION 013300**

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
  - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

**1.5 ACTION SUBMITTALS**

- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

**1.7 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, and telephone number of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

#### 1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least forty-eight (48) hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
- G. Coordination: Coordinate sequence of activities to accommodate required quality- assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

#### 1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in Structural and Special Inspections List and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.



2. Description of the Work tested or inspected.
  3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for work restrictions.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
  - 1. Coordinate with separate mechanical contractor for payment of their portion of temporary use charges. The Owner will not incur additional cost from either contractor for use charges related to temporary facilities.
- B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

- B. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
  - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
  - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
  - 3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

## 1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- B. Maintain a clean site, clear of construction debris to fullest extent possible. Construction staff shall take measure to clean grounds from small construction materials that may become projectiles during mowing operations.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch- OD corner and pull posts.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.

## 2.2 TEMPORARY FACILITIES

- A. Field Offices, General (for the Contractor): Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect and construction personnel activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly. Furnish and equip offices as follows:
  - 1. Furniture required for Project-site documents including file cabinets, plan tables, plan racks, and bookcases.
  - 2. Conference room of sufficient size to accommodate meetings of 10 individuals. Provide electrical power service and 120-V ac duplex receptacles, with no fewer than one receptacle on each wall. Furnish room with conference table, chairs, and 4-foot-square tack and marker boards.
  - 3. Drinking water and private toilet.
  - 4. Coffee machine and supplies.
  - 5. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F.
  - 6. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
- C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
  - 1. Store combustible materials apart from building.

## 2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
  - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
  - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
  - 3. Provide de-humidification equipment as necessary to maintain the construction schedule when conditions prevent proper installation of interior finishes.
  - 4. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and remove at end of construction and clean HVAC system as required in Division 01 Section "Closeout Procedures."

- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
  - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

#### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully until final connections to permanent sewer system can be made.
  - 1. Connect permanent building sewer system to municipal system indicated as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a

harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- G. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
- H. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
  1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
- I. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one (1) telephone line for each field office.
  1. Provide additional telephone lines for the following:
    - a. Provide a dedicated telephone line for each facsimile machine in each field office.
  2. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Architect's office.
    - f. Engineers' offices.
    - g. Owner's office.
    - h. Principal subcontractors' field and home offices.
  3. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.
- J. Electronic Communication Service: Provide a desktop computer in the primary field office adequate for use by Architect and Owner to access Project electronic documents and maintain electronic communications.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:

1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
  2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Use of Existing Permanent Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas as indicated or within construction limits indicated on Drawings. Maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
1. Temporary access road has been installed to the rough sub-base grade under separate early site package contract. This contract allows the use of that roadway; however, it is the responsibility of this general contractor to maintain and recondition the roadway as follows.
  2. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
  3. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."
- C. Parking: Provide temporary parking areas for construction personnel.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- E. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Temporary Signs: Provide signs as indicated and as required to inform public and individuals seeking entrance to Project.
  2. Maintain and touchup signs so they are legible at all times.
- F. Waste Disposal Facilities: Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."



- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- I. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

#### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing."
  - 1. Maintain existing erosion- and sediment-controls installed under early site package contract and provide additional measures as necessary during the construction process.
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to erosion- and sediment-control Drawings, requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  - 1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
  - 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
  - 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
  - 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Tree and Plant Protection: Install temporary fencing located outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

- F. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- G. Security Enclosure and Lockup: Install temporary enclosure around areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- H. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- I. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
  - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- J. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
  - 1. Prohibit smoking in construction areas.
  - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
  - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

### 3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
  - 1. Protect porous materials from water damage.
  - 2. Protect stored and installed material from flowing or standing water.
  - 3. Keep porous and organic materials from coming into prolonged contact with concrete.

4. Remove standing water from decks.
  5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
  2. Keep interior spaces reasonably clean and protected from water damage.
  3. Periodically collect and remove waste containing cellulose or other organic matter.
  4. Discard or replace water-damaged material.
  5. Do not install material that is wet.
  6. Discard, replace, or clean stored or installed material that begins to grow mold.
  7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
  2. Use temporary HVAC system to control humidity, unless use of permanent HVAC system is approved by Owner.
  3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
    - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for forty-eight (48) hours are considered defective.
    - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for forty-eight (48) hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
    - c. Remove materials that cannot be completely restored to their manufactured moisture level within forty-eight (48) hours.

### 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
  2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
  3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.
- B. Related Requirements:
  - 1. Section 012500 "Substitution Procedures" for requests for substitutions.

1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
  - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  - 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

**1.4 ACTION SUBMITTALS**

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within fifteen (15) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 013300 "Submittal Procedures."
    - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 013300 "Submittal Procedures." Show compliance with requirements.

**1.5 QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

**1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
6. Protect stored products from damage and liquids from freezing.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
3. See Divisions 02 through 33 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Products:
    - a. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
  2. Manufacturers:
    - a. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
  3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 012500 "Substitution Procedures" for proposal of product.



- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  5. Samples, if requested.

## PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Requirements:
  - 1. Section 011000 "Summary" for limits on use of Project site.
  - 2. Section 013300 "Submittal Procedures" for submitting surveys.
  - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.

- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Cutting and Patching Plan: Submit plan describing procedures at least ten (10) days prior to the time cutting and patching will be performed. Include the following information:
  - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
  - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.
    - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.

## 1.5 QUALITY ASSURANCE

- A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
  - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operational elements include the following:
    - a. Primary operational systems and equipment.
    - b. Control systems.
    - c. Electrical wiring systems.
    - d. Operating systems of special construction.

3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
    - a. Water, moisture, or vapor barriers.
    - b. Membranes and flashings.
    - c. Equipment supports.
    - d. Piping, ductwork, vessels, and equipment.
  4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work.
  2. List of detrimental conditions, including substrates.
  3. List of unacceptable installation tolerances.
  4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Owner that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 013100 "Project Management and Coordination."

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect promptly.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  - 1. Make vertical work plumb and make horizontal work level.
  - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
  - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
  - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches in unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
  2. Allow for building movement, including thermal expansion and contraction.
  3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  4. Proceed with patching after construction operations requiring cutting are complete.
- E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as



invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
  2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
  3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    - a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
  4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Use containers intended for holding waste materials of type to be stored.
  4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.

- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
  - 1. Remove liquid spills promptly.
  - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls" and Section 017419 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### 3.7 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300

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SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous construction waste.
  - 2. Recycling nonhazardous construction waste.
  - 3. Disposing of nonhazardous construction waste.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Maximize rates for salvage/recycling of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from

landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Construction Waste:

- a. Lumber.
- b. Metals.
- c. Roofing.
- d. Insulation.
- e. Gypsum board.
- f. Piping.
- g. Electrical conduit.
- h. Packaging: Salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Polystyrene packaging.
  - 6) Wood crates.
  - 7) Plastic pails.

1.5 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECYCLING CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.

- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

### 3.2 RECYCLING CONSTRUCTION WASTE

#### A. Packaging:

- 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
- 2. Polystyrene Packaging: Separate and bag materials.
- 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
- 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

#### B. Wood Materials:

- 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
- 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

#### C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

- 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.3 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419



## SECTION 017700 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
  - 5. Repair of the Work.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for progress cleaning of Project site.
  - 2. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 3. Section 017839 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 4. Section 017900 "Demonstration and Training" for requirements for instructing Owner's personnel.
  - 5. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For cleaning agents.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at Final Completion.

#### 1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

**1.5 MAINTENANCE MATERIAL SUBMITTALS**

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

**1.6 SUBSTANTIAL COMPLETION PROCEDURES**

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Divisions 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Divisions 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by the Owner. Label with manufacturer's name and model number where applicable.

- a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain the Owner signature for receipt of submittals.

5. Submit test/adjust/balance records.
6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten (10) days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Complete startup and testing of systems and equipment.
2. Perform preventive maintenance on equipment used prior to Substantial Completion.
3. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."

4. Participate with Owner in conducting on-site inspection and walkthroughs.
  5. Complete final cleaning requirements, including touchup painting.
  6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a completed Substantial Completion form a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
  2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a completed Final Completion form for final inspection to determine acceptance a minimum of ten (10) days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### 1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order that is consistent with the Contract Documents.

2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Page number.
4. Submit list of incomplete items in one (1) of the following formats:
  - a. MS Excel electronic file. Architect will return annotated file.
  - b. PDF electronic file. Architect will return annotated file.
  - c. Three (3) paper copies. Architect will return two (2) copies.

#### 1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
  1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2- by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
  4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove snow and ice to provide safe access to building.
    - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
    - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
    - h. Sweep concrete floors broom clean in unoccupied spaces.
    - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
    - j. Remove labels that are not permanent.

- k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  - n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.
    - 1) Clean HVAC system in compliance with NADCA Standard 1992-01. Provide written report on completion of cleaning.
  - o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  - p. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
- 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
  - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
  - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
  - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Section 012500 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
  - 2. Divisions 02 through 33 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

- B. Format: Submit operations and maintenance manuals in the following format:
1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
    - a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
    - b. Enable inserted reviewer comments on draft submittals.
  2. Three (3) paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two (2) copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least thirty (30) days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least fifteen (15) days before commencing demonstration and training. Architect will return copy with comments.
1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within fifteen (15) days of receipt of Architect's comments and prior to commencing demonstration and training.

## **PART 2 - PRODUCTS**

### **2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY**

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
1. List of documents.
  2. List of systems.
  3. List of equipment.
  4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.



- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

- 1. Title page.
- 2. Table of contents.
- 3. Manual contents.

- B. Title Page: Include the following information:

- 1. Subject matter included in manual.
- 2. Name and address of Project.
- 3. Name and address of Owner.
- 4. Date of submittal.
- 5. Name and contact information for Contractor.
- 6. Name and contact information for Architect.
- 7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
- 8. Cross-reference to related systems in other operation and maintenance manuals.

- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

- 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

- E. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.

- 1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

- a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
  - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
  - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
  - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
  1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
  1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.
  7. System, subsystem, or equipment failure.
  8. Chemical release or spill.

- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
  - 1. Instructions on stopping.
  - 2. Shutdown instructions for each type of emergency.
  - 3. Operating instructions for conditions outside normal operating limits.
  - 4. Required sequences for electric or electronic systems.
  - 5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
  - 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  - 2. Performance and design criteria if Contractor has delegated design responsibility.
  - 3. Operating standards.
  - 4. Operating procedures.
  - 5. Operating logs.
  - 6. Wiring diagrams.
  - 7. Control diagrams.
  - 8. Piped system diagrams.
  - 9. Precautions against improper use.
  - 10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
  - 1. Product name and model number. Use designations for products indicated on Contract Documents.
  - 2. Manufacturer's name.
  - 3. Equipment identification with serial number of each component.
  - 4. Equipment function.
  - 5. Operating characteristics.
  - 6. Limiting conditions.
  - 7. Performance curves.
  - 8. Engineering data and tests.
  - 9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
  - 1. Startup procedures.
  - 2. Equipment or system break-in procedures.
  - 3. Routine and normal operating instructions.
  - 4. Regulation and control procedures.

5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## **2.5 PRODUCT MAINTENANCE MANUALS**

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross- reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
  - 1. Include procedures to follow and required notifications for warranty claims.

### **PART 3 - EXECUTION**

#### **3.1 MANUAL PREPARATION**

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  - 1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  - 1. Do not use original project record documents as part of operation and maintenance manuals.
  - 2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."

- F. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
  - 1. Record Drawings.
  - 2. Record Product Data.
  - 3. Miscellaneous record submittals.
- B. Related Requirements:
  - 1. Section 017300 "Execution" for final property survey.
  - 2. Section 017700 "Closeout Procedures" for general closeout procedures.
  - 3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.
  - 4. Divisions 02 through 33 Sections for specific requirements for project record documents of the Work in those Sections.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
  - 1. Number of Copies: Submit one (1) set of marked-up record prints.
    - a. Initial Submittal:
      - 1) Submit one (1) paper-copy set of marked-up record prints.
      - 2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit one (1) paper-copy set of marked-up record prints.
      - 2) Provide each drawing, whether or not changes and additional information were recorded.

- B. Reports: Submit written report biweekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

## **PART 2 - PRODUCTS**

### **2.1 RECORD DRAWINGS**

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
  - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  - 2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Construction Change Directive.
    - k. Changes made following Architect's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.
    - n. Record information on the Work that is shown only schematically.
  - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
  - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

### **PART 3 - EXECUTION**

#### **3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

**END OF SECTION 017839**

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SECTION 017900 - DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
- B. Related Requirements:
  - 1. Divisions 02 through 33 Sections for specific requirements for demonstration and training for products in those Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Qualification Data: For facilitator or instructor.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Manuals: Submit two (2) copies within seven (7) days of end of each training module.
  - 1. Identification: On each copy, provide an applied label with the following information:

- a. Name of Project.
  - b. Name and address of videographer.
  - c. Name of Architect.
  - d. Name of Contractor.
2. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

#### **1.5 QUALITY ASSURANCE**

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 01 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

#### **1.6 COORDINATION**

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

### **PART 2 - PRODUCTS**

#### **2.1 INSTRUCTION PROGRAM**

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
  - a. System, subsystem, and equipment descriptions.
  - b. Performance and design criteria if Contractor is delegated design responsibility.
  - c. Operating standards.
  - d. Regulatory requirements.
  - e. Equipment function.
  - f. Operating characteristics.
  - g. Limiting conditions.
  - h. Performance curves.
2. Documentation: Review the following items in detail:
  - a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.

5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

### **PART 3 - EXECUTION**

#### **3.1 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Division 01 Section "Operations and Maintenance Data."
- B. Set up instructional equipment at instruction location.

#### **3.2 INSTRUCTION**

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.



- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through Architect, with at least seven (7) days advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

END OF SECTION 017900

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected portions of building or structure.
- 2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
- 2. Section 017300 "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

**1.5 PREINSTALLATION MEETINGS**

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

**1.6 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For refrigerant recovery technician.
- B. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for dust control and for noise control. Indicate proposed locations and construction of barriers.
- C. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- D. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces that might be misconstrued as damage caused by demolition operations.
- E. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- F. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

**1.7 CLOSEOUT SUBMITTALS**

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.8 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

1.9 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before selective demolition, Owner will remove the following items:
    - a. Furniture, electronics, books, furnishings, computers and projectors.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

1.10 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.11 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

**PART 2 - PRODUCTS**

**2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

**3.2 PREPARATION**

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

**3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
3. Disconnect, demolish, and remove plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
  - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
  - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
  - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
  - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
  - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
  - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
  - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

#### 3.4 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  1. Strengthen or add new supports when required during progress of selective demolition.
- C. Remove temporary barricades and protections where hazards no longer exist.

**3.5 SELECTIVE DEMOLITION, GENERAL**

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  6. Maintain adequate ventilation when using cutting torches.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  9. Dispose of demolished items and materials promptly. Comply with requirements in Section 017419 "Construction Waste Management and Disposal."
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse.
  2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  3. Protect items from damage during transport and storage.
  4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.



- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

### 3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- B. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- B. Burning: Do not burn demolished materials.

### 3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

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SECTION 077200 - ROOF ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
  - 1. Roof curbs.
  - 2. Preformed flashing sleeves.

1.3 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: For roof accessories. Include plans, elevations, keyed details, and attachments to other work. Indicate dimensions, loadings, and special conditions. Distinguish between plant- and field-assembled work.
- C. Samples: For each exposed product and for each color and texture specified, prepared on Samples of size to adequately show color.

1.5 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
  - 1. Size and location of roof accessories specified in this Section.
  - 2. Method of attaching roof accessories to roof or building structure.
  - 3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
  - 4. Required clearances.

- B. Warranty: Sample of special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For roof accessories to include in operation and maintenance manuals.

#### 1.7 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.
- B. Coordinate dimensions with rough-in information or Shop Drawings of equipment to be supported.

#### 1.8 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer's standard form in which manufacturer agrees to repair finishes or replace roof accessories that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: Twenty (20) years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 METAL MATERIALS

- A. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation.
  - 1. Exposed Coil-Coated Finish: Prepainted by the coil-coating process to comply with ASTM A 755/A 755M. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer Finish: AAMA 621. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.

2. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil.
- B. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, AZ50 (AZM150) coated.
  1. Exposed Coil-Coated Finish: Prepainted by the coil-coating process to comply with ASTM A 755/A 755M. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer Finish: AAMA 621. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
  2. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil.
- C. Aluminum Sheet: ASTM B 209 (ASTM B 209M), manufacturer's standard alloy for finish required, with temper to suit forming operations and performance required.
  1. Exposed Coil-Coated Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer Finish: AAMA 620. System consisting of primer and fluoropolymer color topcoat containing not less than 70 percent PVDF resin by weight.
  2. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester-backer finish consisting of prime coat and wash coat, with a minimum total dry film thickness of 0.5 mil.
- D. Aluminum Extrusions and Tubes: ASTM B 221 (ASTM B 221M), manufacturer's standard alloy and temper for type of use, finished to match assembly where used, otherwise mill finished.
- E. Copper Sheet: ASTM B 370, manufacturer's standard temper.
- F. Stainless-Steel Sheet and Shapes: ASTM A 240/A 240M or ASTM A 666, Type 304.
- G. Steel Shapes: ASTM A 36/A 36M, hot-dip galvanized according to ASTM A 123/A 123M unless otherwise indicated.
- H. Steel Tube: ASTM A 500, round tube.
- I. Galvanized-Steel Tube: ASTM A 500, round tube, hot-dip galvanized according to ASTM A 123/A 123M.

- J. Steel Pipe: ASTM A 53/A 53M, galvanized.

## 2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items required by manufacturer for a complete installation.
- B. Cellulosic-Fiber Board Insulation: ASTM C 208, Type II, Grade 1, thickness as indicated.
- C. Glass-Fiber Board Insulation: ASTM C 726, thickness as indicated.
- D. Polyisocyanurate Board Insulation: ASTM C 1289, thickness as indicated.
- E. Wood Nailers: Softwood lumber, pressure treated with waterborne preservatives for aboveground use, acceptable to authorities having jurisdiction, containing no arsenic or chromium, and complying with AWPA C2; not less than 1-1/2 inches thick.
- F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- G. Underlayment:
  - 1. Felt: ASTM D 226, Type II (No. 30), asphalt-saturated organic felt, nonperforated.
  - 2. Polyethylene Sheet: 6-mil-thick polyethylene sheet complying with ASTM D 4397.
  - 3. Slip Sheet: Building paper, 3-lb/100 sq. ft. minimum, rosin sized.
- H. Fasteners: Roof accessory manufacturer's recommended fasteners suitable for application and metals being fastened. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners. Furnish the following unless otherwise indicated:
  - 1. Fasteners for Zinc-Coated or Aluminum-Zinc Alloy-Coated Steel: Series 300 stainless steel or hot-dip zinc-coated steel according to ASTM A 153/A 153M or ASTM F 2329.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
  - 3. Fasteners for Copper Sheet: Copper, hardware bronze, or passivated Series 300 stainless steel.
  - 4. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- I. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, PVC, or silicone or a flat design of foam rubber, sponge neoprene, or cork.
- J. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant as recommended by roof accessory manufacturer for installation indicated; low modulus; of type, grade, class, and use classifications required to seal joints and remain watertight.
- K. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for expansion joints with limited movement.

- L. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.3 ROOF CURBS

- A. Roof Curbs: Internally reinforced roof-curb units with integral spring-type vibration isolators and capable of supporting superimposed live and dead loads, including equipment loads and other construction indicated on Drawings; with welded or mechanically fastened and sealed corner joints, stepped integral metal cant raised the thickness of roof insulation, and integrally formed deck-mounting flange at perimeter bottom.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. AES Industries, Inc.
    - b. Curbs Plus, Inc.
    - c. Custom Solution Roof and Metal Products.
    - d. Greenheck Fan Corporation.
    - e. LM Curbs.
    - f. Metallic Products Corp.
    - g. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
    - h. Pate Company (The).
    - i. Roof Products, Inc.
    - j. Safe Air of Illinois.
    - k. Thybar Corporation.
    - l. Vent Products Co., Inc.
- B. Size: Coordinate dimensions with roughing-in information or Shop Drawings of equipment to be supported.
- C. Loads: Coordinate load requirements with items being supported by curb.
- D. Material: Aluminum-zinc alloy-coated steel sheet, 0.079 inch thick.
  - 1. Finish: Two-coat fluoropolymer.
  - 2. Color: As selected by Architect from manufacturer's full range.
- E. Material: Aluminum sheet, 0.090 inch thick.
  - 1. Finish: Two-coat fluoropolymer.
  - 2. Color: As selected by Architect from manufacturer's full range.
- F. Material: Stainless-steel sheet, 0.078 inch thick.
  - 1. Finish: Manufacturer's standard.
- G. Construction:

1. Insulation: Factory insulated with 1-1/2-inch-thick glass-fiber board insulation.
2. Liner: Same material as curb, of manufacturer's standard thickness and finish.
3. Factory-installed wood nailer at top of curb, continuous around curb perimeter.
4. On ribbed or fluted metal roofs, form deck-mounting flange at perimeter bottom to conform to roof profile.
5. Fabricate curbs to minimum height of 12 inches unless otherwise indicated.
6. Top Surface: Level around perimeter with roof slope accommodated by sloping the deck-mounting flange.
7. Sloping Roofs: Where roof slope exceeds 1:48, fabricate curb with perimeter curb height tapered to accommodate roof slope so that top surface of perimeter curb is level. Equip unit with water diverter or cricket on side that obstructs water flow.
8. Security Grille: Provide where indicated.

#### 2.4 PREFORMED FLASHING SLEEVES

- A. Exhaust Vent Flashing: Double-walled metal flashing sleeve or boot, insulation filled, with integral deck flange, 12 inches high, with removable metal hood and slotted metal collar.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Custom Solution Roof and Metal Products.
    - b. Thaler Metal USA Inc.
  2. Metal: Aluminum sheet, 0.063 inch.
  3. Diameter: As indicated.
  4. Finish: Manufacturer's standard.
- B. Vent Stack Flashing: Metal flashing sleeve, uninsulated, with integral deck flange.
1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Custom Solution Roof and Metal Products.
    - b. Milcor Inc.; Commercial Products Group of Hart & Cooley, Inc.
    - c. Thaler Metal USA Inc.
  2. Metal: Aluminum sheet, 0.063 inch thick.
  3. Height: 13 inches.
  4. Diameter: As indicated.
  5. Finish: Manufacturer's standard.



**2.5 GENERAL FINISH REQUIREMENTS**

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- C. Verify dimensions of roof openings for roof accessories.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 INSTALLATION**

- A. General: Install roof accessories according to manufacturer's written instructions.
  - 1. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
  - 2. Anchor roof accessories securely in place so they are capable of resisting indicated loads.
  - 3. Use fasteners, separators, sealants, and other miscellaneous items as required to complete installation of roof accessories and fit them to substrates.
  - 4. Install roof accessories to resist exposure to weather without failing, rattling, leaking, or loosening of fasteners and seals.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of uncoated aluminum roof accessories with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Underlayment: Where installing roof accessories directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet, or install a course of polyethylene sheet.

- 3. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof accessories for waterproof performance.
- C. Roof Curb Installation: Install each roof curb so top surface is level.
- D. Preformed Flashing-Sleeve Installation: Secure flashing sleeve to roof membrane according to flashing-sleeve manufacturer's written instructions.
- E. Seal joints with butyl sealant as required by roof accessory manufacturer.

### 3.3 REPAIR AND CLEANING

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing according to ASTM A 780.
- B. Clean exposed surfaces according to manufacturer's written instructions.
- C. Clean off excess sealants.
- D. Replace roof accessories that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 077200

SECTION 220500 - PLUMBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and Section 230100 "Mechanical General Provisions" apply to this Section.

1.2 SERVICE CONNECTIONS

- A. Make arrangements with Owner for connection shut down of gas service.

1.3 PERMITS

- A. Contractor shall give all required notices and secure all necessary permits. Inspection certificates from local authorities having jurisdiction shall be delivered to the Architect prior to final payment.

1.4 GENERAL REQUIREMENTS

- A. Follow Plumbing Code for minimum requirements; where drawings or specifications are at variance with Code, follow whichever provides for maximum size or condition.
- B. Verify all grades, elevations and utility connections before commencing work.
- C. Comply with requirements of the Uniform Federal Accessibility Standards (UFAS).
- D. All pipe, fittings and fixtures that are connected to potable water systems must meet the current Water Drinking Act and where applicable, meet NSF Standard 61 and be so labeled and be so certified. All plumbing valves, devices, fixtures and fittings shall be lead free.

1.5 SUBMITTALS AND SHOP DRAWINGS

- A. Submit manufacturer's data on the following:

- Plumbing Fixtures
- Plumbing Fixture Supports
- Faucets
- Balancing Valves
- Supplies and Traps
- Floor Sinks

Cleanouts  
Valves  
Washing Machine Valve Boxes  
Refrigerator Valve Boxes  
Mixing Valves  
ADA Pipe Covers  
Ice Maker Boxes

- B. Submit a schedule of all pipe materials to be used for each type of service.

**1.6 WARRANTY-GUARANTEE**

- A. Contractor shall furnish written warranty, countersigned and guaranteed by the General Contractor, stating that work executed under this Section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of Substantial Completion.
- B. During the guarantee period, the Contractor shall repair or replace defective material and workmanship and place same in working order to the satisfaction of the Architect at no additional expense to the Owner.
- C. Contractor shall service the systems for 12 months from date of Substantial Completion. Such service shall include all emergency services and adjustments, except cleaning of filters and screens.

**PART 2 - PRODUCTS**

**2.1 SOIL, WASTE, DRAIN AND VENT PIPING**

- A. Underground soil, waste, drain, and vent piping within the building shall be centrifugally cast, coated Service Weight hub-and-spigot (ASTM A74), hubless cast-iron (ASTM A888), or DWV Schedule 40 PVC pipe (ASTM D2665) and fittings, unless otherwise noted.
- B. Above ground soil, waste, drain, rain leader and vent piping shall be hubless cast-iron pipe (ASTM A888), or DWV Schedule 40 PVC pipe (ASTM D2665) and fittings, except that PVC pipe shall not be used where piping penetrates fire partitions, or where rain leaders are exposed from floor to at least 10 feet above floor, or any location not allowed by the Building Code. PVC piping for any service shall not be installed in return air plenums. Use materials acceptable to be used in return air plenums.
- C. Foam Core PVC piping is not acceptable for any application.
- D. All underground soil, waste and drain piping in kitchen and laundry areas shall be centrifugally cast, coated Service Weight hub-and-spigot (ASTM A74), or hubless cast-iron (ASTM A888).

- E. Hub-and-spigot piping shall be assembled using plain-end spigot and positive double-seal elastomeric compression-type gasket joints above ground. Hubless pipe and fittings shall be assembled using Neoprene gasket and stainless-steel retaining sleeve. Underground hubless pipe and fittings shall be assembled per paragraph below. PVC pipe and fittings shall be assembled in strict accordance with manufacturer's instructions. Solvent cement shall conform to ASTM D2564.
- F. Hubless Cast-iron Pipe and Fittings - Below Grade: Joints shall be heavy duty, Factory Mutual approved, to FM 1680 Class 1, type 304 stainless-steel couplings with a shield thickness of .024 (24 gauge) with 125 in/lb. worm drive clamps with Neoprene gaskets conforming to ASTM C564. Couplings 1-1/2" to 4" in diameter shall be 3" wide and have two clamps. Couplings 5" to 10" in diameter shall be 4" wide and have four clamps. Couplings 12" and 15" wide shall be 5-5/8" wide and have six clamps. Model HI-TORQ 125 as manufactured by CLAMP-ALL PRODUCTS or approved equal.

## 2.2 CLEANING PLUGS AND TEST TEES

- A. Provide cleanouts as indicated and/or required by the Plumbing Code.
- B. Cleanouts shall be the same size as pipe, up to 4". Cleanouts for pipes larger than 4" shall be sized in accordance with the Plumbing Code. Cleanouts installed in connection with cast-iron, hub-and-spigot pipe shall consist of longsweep 1/4 bends or one or two 1/8 bends extended to easily accessible, approved location or where indicated. Extra-heavy cast-brass ferrule with cast-brass cleanout plug shall be caulked into hub of fittings and shall be flush with floor. Cleanouts in connection with threaded pipe shall be cast-iron drainage T-pattern 90-degree branch fittings with extra-heavy brass screw plugs of the same size as pipes, up to and including 4". Install test tees with cast-iron cleanout plugs at foot of soil, waste and drain stacks and on each building drain outside building. Where cleanouts occur on pipe concealed in partitions and walls, provide with chromium-plated cast-brass plate secured to brass plugs. Verify cleanout locations before pipe installation. Extend cleanout plugs to within 1" of finished wall.
- C. See paragraph FIXTURES AND EQUIPMENT for cleanout access covers.
- D. Cleanouts indicated outside of building shall be flush with grade and have concrete pad as specified in Section 230100.

## 2.3 TRAPS

- A. Provide a trap for each fixture and piece of equipment requiring connections to drainage system. Supply traps with fixtures. Place each trap as near fixture as possible and no fixture shall be double trapped. Traps installed on threaded pipe shall be recess drainage pattern. Trap on all floor drains shall be deep-seal type.
- B. Exposed traps and drain piping shall be chromium plated.

**2.4 WATER PIPING**

- A. Water piping shall be copper tubing, Type K, hard-tempered underground and Type L, hard-tempered above ground. Piping shall be assembled with wrought-copper fittings using 95-5 solder above ground and silver solder underground.
- B. Press Connector Fittings (1/2" – 2"):
  - 1. Copper and copper alloy press fittings shall conform to material requirements of ASME B16.18 or ASME B16.22 and NSF/ANSI Standard (NSF 61). Sealing elements for press fittings shall be factory installed EPDM.
  - 2. Press-connected fittings 1/2" – 2" press end shall have a leak-before-press feature, which assures leakage from inside the system past the sealing element of an unpressed connection. Copper press fitting joints shall be made in accordance with the manufacturer's installation instructions. The tubing shall be fully inserted into the fitting and the tubing marked at the shoulder of the fitting. The fitting alignment shall be checked against the mark in the tubing to ensure the tubing is fully inserted in the fitting. The joints shall be pressed using the pressing tool and jaws or jaw set, approved by the fitting manufacturer. Fitting installer shall be trained by the fitting manufacturer's factory representative.
  - 3. Press connected fittings shall be by ELKHART PRODUCTS CORP., NIBCO, VIEGA or approved equal.
- C. Exposed water piping located in finished areas shall be chromium plated or stainless steel.
- D. Provide factory-fabricated water hammer arresters on hot and cold water supplies to fixtures as indicated and/or required to prevent water hammer. Water hammer arresters shall be sized in accordance with Plumbing and Drainage Institute WH201. JOSAM, ZURN, or SMITH may be used.

**2.5 GAS PIPING**

- A. Gas piping above ground 1/2" through 2" shall be Schedule 40 black steel screw fabricated using malleable-iron fittings. Gas piping and fittings exposed to the weather shall be Schedule 40 galvanized steel. Paint all joints in galvanized piping with galvanized paint.
- B. Provide shut-off valves on gas mains, risers and branches where indicated and at connection to all gas-burning equipment.

**2.6 VALVES**

- A. Provide valves on piping as indicated and as required to isolate fixtures and equipment and to give complete control of water in risers and branch lines. Valves shall be ball, unless otherwise indicated. All valves shall be lead-free.
- B. Valves on copper water piping, up to and including 2", shall be bronze or brass. Gate Valves 2-1/2" and larger shall be cast-iron body, bronze-mounted with companion flanges.

Valves shall have extended shafts to match the pipe insulation thickness to prevent condensation. Catalog numbers indicated are NIBCO. Valves with equivalent characteristics by APOLLO or MILWAUKEE are acceptable.

<u>Type</u>	<u>Size</u>	<u>Catalog Number</u>
Ball	2-1/2" - 3"	S-FP-600A-LF
Ball	2" and smaller	S-585-80-LF

- C. Washing Machine Valve Box: GUY GRAY CO. Enamel-coated steel box with angle gate valves with handles. Recessed in wall where indicated.
- D. Ice Maker Box: GUY GRAY CO. Enamel-coated steel box with bronze supply valve with handle. Recessed in wall where indicated.
- E. Gas Solenoid Valves: ASCO 2/2 Series S261 with push-button reset. Provide for automatic shut-off of gas-fired cooking appliances in kitchen and where indicated.
- F. All gas valves 3" and smaller shall be bronze body, threaded with bronze trim ball valves. Gas valves shall be UL-Listed. Valves shall be as manufactured by NIBCO model T-585-70-UL, or approved equal.

## 2.7 MIXING VALVES

- A. Provide complete mixing valves as indicated and scheduled on contract documents. Mixing valves shall meet ASSE standards for intended use as listed below. LEONARD numbers indicated, equal by POWERS or BRADLEY.
  - 1. ASSE 1016: Individual Showers and tub/shower combination valves
  - 2. ASSE 1017: Hot Water Distribution Systems
  - 3. ASSE1069: Group Shower (Single temperature)
  - 4. ASSE1070: Hand Lavatory

## 2.8 FIXTURES AND EQUIPMENT

- A. Provide complete fixtures and equipment indicated and scheduled on contract documents. Fixtures and equipment shall be as manufactured by the listed manufacturers below or approved equal. The plumbing fixtures listed below are selected to establish examples of design intent and to set a standard of quality. Equivalent fixtures and fittings from other manufactures may be submitted for approval.
  - 1. Vitreous china fixtures shall be as manufactured by KOHLER, AMERICAN STANDARD, or SLOAN.
  - 2. Stainless steel sinks shall be as manufactured by JUST, ELKAY, or ADVANCED TABCO.
  - 3. Manual faucets shall be as manufactured by CHICAGO, T&S BRASS, or MOEN.
  - 4. Manual flush valves shall be as manufactured by SLOAN, ZURN, or DELANY.

5. Terrazzo mop sinks shall be as manufactured by STERN WILLIAMS, FLORESTONE, or FIAT.
- B. All material shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.
- C. Fixtures, trim and accessories shall be provided by a single manufacturer.
- D. Provide supply stops as required for all fixtures. Refer to plumbing drawings for additional fixture information.
- E. Provide concealed, floor-mounted, fixture support carriers for all wall-mounted plumbing fixtures, including lavatories. Provide floor-mounted supports with concealed arms for wall-hung lavatories. Carriers shall be as manufactured by J. R. SMITH CO. or approved equal. Contractor to select proper model to suit wall construction.
- F. Provide Owner with any special tools required to perform maintenance on fixtures and fittings.
- G. Floor drains shall be type indicated, cast-iron body with nickel bronze strainers. Where waterproof membranes occur, provide clamping collar. SMITH numbers indicated. ZURN or JOSAM may be used.
- H. Provide nickel-bronze cleanout access. Where waterproof membranes occur, provide clamping collar. SMITH numbers indicated. ZURN or JOSAM may be used.

Resilient tile floor	4020-U
Painted masonry walls	4402
Ceramic tile floor	4020-U
Carpeted floors	4020-Y
Terrazzo floors	4020-U
Concrete floors	4020-U

### PART 3 - EXECUTION

#### 3.1 PIPE INSTALLATION

- A. Grade horizontal soil, waste and drain pipes as follows, except as approved and as indicated on drawings:
- |               |                        |
|---------------|------------------------|
| 2"            | 1/4" per foot, minimum |
| 3" and larger | 1/8" per foot, minimum |
- B. Install vertical soil and waste piping with provision for expansion and extend full size to and above roof lines as vents, except as otherwise indicated. Where practicable, connect two or more vent pipes together and extend as one pipe through roof at approved locations. Run concealed vent pipes in overhead spaces with horizontal waste or soil piping pitched



down to stacks without forming traps in pipes, using required fittings. Where an end or circuit vent pipe from fixture or line of fixture is connected to vent line serving other fixtures, make the connection at least 4'-0" above the floor on which fixtures are located. Vent lines shall not be used as waste, except as approved. Extend cast-iron hub-and-spigot pipe inside of building 6" above the floor.

- C. Make changes in pipe sizes on soil, waste and drain lines with reducing fittings or recessed reducers. Make changes in direction by appropriate use of 45-degree wyes, longsweep 1/6, 1/8, or 1/16 bends, except sanitary tees may be used where permitted by code in soil and waste lines where change in direction of flow is from horizontal to vertical and on discharge from water closets. Short-radius fittings shall not be permitted, except in approved location.
- D. Slip joints are permitted only in trap seals or on inlet side of traps. Use hub fittings for making union connections wherever practicable, in connection with dry vents.
- E. PVC piping shall not be installed in return-air plenums, through fire walls, or any location not allowed by the Building Code.
- F. All flow measuring and balancing valves shall be balanced for flow indicated by Plumbing Contractor.

### 3.2 CONNECTIONS TO EQUIPMENT

- A. Make plumbing connections to all equipment requiring connections, including equipment in Contract and equipment furnished by others. Make all connections according to manufacturer's recommendations.
- B. Provide hot water, cold water, waste, vent, floor drains and indirect waste for kitchen and other Owner-furnished equipment. Drawings are not intended to be complete in every respect concerning these items. Provide all manufacturer's recommended valves, unions, arresters, regulators, etc., as required by manufacturer.

### 3.3 FIXTURE SETTING HEIGHTS

- A. Plumbing fixtures shall be at heights indicated and/or directed. Heights of handicapped plumbing fixtures shall be as governed by the Building Code, ANSI A117.1 and the requirements of the Uniform Federal Accessibility Standards (UFAS).

### 3.4 INSPECTION AND TESTS

- A. The new plumbing system shall be tested by the Contractor in the presence of the Architect. Governing authorities having jurisdiction shall be notified of test required by them and Final Acceptance of work shall be contingent upon their approval. At least 48 hours notice shall be given prior to test. All costs of conducting test and furnishing necessary equipment for test shall be borne by the Contractor.

- B. The new soil, waste, drain and vent system shall be tested and proved tight prior to connection of fixtures, by closing all openings, except highest at roof and filling with water to point of overflow. Allow water to stand at least 2 hours before starting inspection. Where piping must be tested in sections to facilitate construction, include at least the upper 10 feet of the preceding section so that no pipe or joint in building will have been subjected to less than 10 feet head of water. Piping laid in trenches shall not be backfilled until test has been made and joints proved tight. Owner shall be provided 24 hours notice prior to tests and provided written results of tests.
- C. Upon completion of roughing-in and before setting fixtures, test new hot and cold water piping system at hydrostatic pressure of 100 psig and prove watertight at this pressure. Test water piping system to be concealed separately in same manner as prescribed for entire system.
- D. Thoroughly clean and flush piping and apply chlorine solution to new system at least 3 hours to destroy nonspore-forming bacteria. Following chlorination, flush agent from system until water is both bacteriologically and chemically satisfactory to Public Health Officer.
- E. If inspection or tests show defect, replace such defective work or materials and repeat inspection tests. Make repairs to piping with new materials. No caulking of screwed joints or holes shall be acceptable.
- F. Test all gas piping at 50 psig with oil-free compressed air for 2 hours with no loss in pressure.
- G. Clean equipment, pipe, valves and fittings of grease, metal cuttings and sludge accumulated by operations of system for testing. Stoppage or discoloration or other damage to parts of building, its finish or furnishings due to Contractor's failure to properly clean piping system shall be repaired without cost to the Owner.
- H. All domestic hot water flow measuring and balancing valves shall be balanced for flow indicated in the contract documents by the Plumbing Contractor. Balanced flow shall be reported in the final TAB Report.

END OF SECTION 220500

SECTION 230100 - MECHANICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. This Section forms a part of all Division 22 and 23 Sections.

1.2 APPLICABLE SPECIFICATIONS, CODES AND STANDARDS

- A. Latest effective publications of following Specifications, regulations, standards, codes, etc., as applicable, form a part of these Specifications the same as if written fully herein and shall be followed as minimum requirements.

Codes and ordinances of local governing agencies:

AGA	American Gas Association
AHRI	Air Conditioning, Heating and Refrigeration Institute
AMCA	Air Moving and Conditioning Association
ANSI	American National Standard Institute
ASHRAE	American Society of Heating, Refrigerating and Air-conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
IEEE	Institute of Electrical and Electronics Engineers
NAFM	National Association of Fan Manufacturers
NEC 2017	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
OSHA	Occupational Safety and Health Administration
SMACNA	Sheet Metal and Air-conditioning Contractors National Association
UFAS	Uniform Federal Accessibility Standards
UL	Underwriters Laboratories, Inc.
VFSR	Virginia Fire Safety Regulations
VUSBC	Virginia Uniform Statewide Building Code, 2018 Edition

1.3 DRAWINGS

- A. General arrangements of indicated piping, ductwork and equipment are diagrammatic only, do not scale. Where rearrangement is necessary, submit drawings of proposed changes for approval. Due to scale of drawings, offsets, fittings and accessories may not be indicated. Work indicated, but having details omitted, shall be provided complete to perform function

intended without extra cost. Investigate existing structural and finish conditions in building affecting plumbing, heating, ventilating and air-conditioning work, etc., and arrange work accordingly. Furnish fittings, traps, offsets, vents, valves and accessories required. Install equipment in accordance with manufacturer's recommendations and clearance requirements.

**1.4 COORDINATION**

- A. Coordinate piping, ducts and equipment with food service, electrical, and architectural plans and work in order to avoid omissions and to eliminate any interference. Report in writing discrepancies, if found, to the Engineer as soon as possible after discovery.

**1.5 WORKMANSHIP**

- A. Workmanship shall be first class and of best quality in accordance with approved contemporary construction practices. Defective equipment and materials, or material damaged in the course of installation and tests shall be replaced or repaired in an approved manner.

**1.6 CUTTING**

- A. Cutting shall be carefully done. Repair damage to the building, piping, wiring, or equipment as a result of cutting for installation, using skilled mechanics of trade involved.

**1.7 APPROVAL OF MATERIALS, FIXTURES AND EQUIPMENT**

- A. See Specification Section 013300 "Submittals", for shop drawing submittal procedures. Within 30 days after award of the Contract and before any purchases are made, submit for approval a complete list of materials, fixtures and equipment proposed, together with names of manufacturers and catalog numbers for each Specification Section. Furnish other detailed information where directed. No consideration will be given to partial lists submitted from time to time. Approval of materials shall be based on manufacturer's published ratings. Materials, fixtures and equipment listed which are not in accordance with specified requirements shall be rejected. Contractor shall make resubmission of items not approved within 30 days from date of rejections. Submission shall be complete with description, ratings, dimensions and related items and any additional information required by the Architect.
- B. Materials and equipment shall be new, conforming to these Specifications.
- C. Two or more units of same class of equipment shall be product of single manufacturer; however, component parts of system need not be product of same manufacturer.

- D. Mechanical design has given full consideration to space requirements for equipment specified. Contractor is responsible for selecting equipment that will be accommodated by this space. Equipment not conforming to space allotted shall be rejected.
- E. Mechanical design has given full consideration for electrical requirements for equipment. Contractor is responsible for selecting equipment that will be accommodated by the electrical design indicated. Equipment not conforming to the electrical design provided under Division 26 is the Contractor's responsibility. All electrical changes required to accommodate the equipment provided shall be furnished and installed by the Contractor without change in Contract price or time of completion. This shall include but not be limited to wiring, conduit, circuit breakers, disconnect switches, starters and controllers.
- F. Submit one copy of equipment installation manuals to the Engineer for his use.

**1.8 EQUIPMENT DESIGN**

- A. Equipment and accessories not specifically described or identified by manufacturer's catalog numbers shall be designed in conformity with ASME, ANSI, IEEE, or other applicable technical standards, suitable for maximum working pressure and shall have neat and finished appearance.

**1.9 SUPERVISION**

- A. The Contractor for each Section under this Division shall maintain a competent foreman on the job at all times to supervise the work and coordinate with other trades for the installation of the system. Submit foreman's qualifications, including master's trade license, to the Engineer for approval.

**1.10 NOTICES AND FEES**

- A. Give all required notices, obtain all necessary permits, and pay all required fees.

**1.11 RECORD DRAWINGS**

- A. Refer to Specification Section 017839 "Project Record Documents".

**1.12 OPERATION AND MAINTENANCE MANUALS**

- A. Refer to Specification Section 017823 "Operation and Maintenance Data".

**1.13 OWNER'S TRAINING**

- A. Upon completion of work and at a time designated by the Owner, the services of competent persons shall be provided as required to instruct Owner's representative in operation and maintenance of systems. Training sessions shall be a combination of on-site and in-classroom training and shall be a minimum of one 4-hour session. All training shall be video recorded by the Contractor and provided in DVD format. Two copies of the DVD shall be submitted to the Owner.

**1.14 WARRANTY-GUARANTEE**

- A. Contractor shall furnish written warranty, countersigned and guaranteed by the General Contractor, stating that work executed under this Section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of Substantial Completion.
- B. Contractor shall service the systems for 12 months from date of Substantial Completion. Such service shall include all emergency services and adjustments. Adjustments and repairs to equipment shall be made by the original equipment manufacturer (OEM). Third party service agencies are not acceptable for making repairs or adjustments to equipment during the warranty period.

**PART 2 - PRODUCTS**

**2.1 STEEL PIPE FITTINGS**

- A. Welding fittings shall be carbon-steel butt welding type, conforming to ASME B16.9 and B16.28. Flanges shall be carbon steel, conforming to ANSI B16.5.
- B. In lieu of welding fittings, BONNEY FORGE "Weldolets", "Sockolets" and "Threadolets" may be used for branch connections when the diameter of the branch connection does not exceed 50% of the diameter of the main.

**2.2 PIPE SUPPORTS**

- A. Gas piping on roof shall be supported by support blocks manufactured by ROOF TOP BLOX model RTB-01, or approved equal. The support blocks must be designed to eliminate roof penetrations, flashings or damage to roofing membrane. Support body shall be made of recycled UV-resistant Polypropylene Copolymer. Base platform material shall be 1" thick, 25psi, type 4 closed cell structural foam to distribute and evenly cushion loads. Support top surface shall have molded in pipe organizing saddles and strut mounting cradle. The top surface shall also have screw guide indents and engineered internal screw thread gripping feature. Block must accept up to 1/2" threaded rod using side entry nut slots to allow fast top side assembly and piping height adjustments or attachment of galvanized slotted steel strut channel. For roof mounted piping provide approved pipe supports every six feet. Provide

polycarbonate securing brackets model SCB07. Brackets shall secure support directly to the roof membrane with M-1 structural adhesive.

**2.4 UNIONS**

- A. Unions shall be installed on each side of all regulators so that such equipment shall be readily disconnected and removed if necessary.

**2.5 ELECTRICAL WORK FOR EQUIPMENT UNDER MECHANICAL SYSTEMS**

- A. All non-integrated motor controllers serving equipment installed under Division 23 Sections shall be furnished under those Sections and shall be turned over to Electrical Contractor, for installation by Electrical Contractor. Controllers shall be equipped with all auxiliary contacts, poles, or devices necessary to permit interlocking and control required.
- B. All electrical power wiring required for equipment installed under Division 23 Sections shall be provided under Division 26 Sections with all necessary approved wiring diagrams and guidance provided under Division 23 Sections, with the exception of power wiring to Automatic Temperature Control panels which shall be provided by the Automatic Temperature Control Contractor.
- C. Raceways shall be 1/2" minimum. All wiring in rooms with exposed structure or in inaccessible ceiling and walls shall be installed in conduit. Label the front face of the cover on each junction box with indelible black marker indicating the number of each circuit contained in or running through the box. In areas where exposed construction is the final finished condition and conduit and junction boxes are called out to be painted, label the inside face of the covers.
- D. All control and power wiring required for temperature control system and all interlocking and accessory control wiring required for equipment installed under Division 23 Sections shall be installed by the Plumbing, Mechanical and Temperature Control Contractors.
- E. All controls shall be NEMA rated and NEMA I enclosed where mounted inside building, except in kitchens which shall be NEMA 4X-SS. Starters and controls mounted outside or where specifically called for shall be NEMA 3R.
- F. Auxiliary 120-Volt contacts shall be provided to give control and interlocking as required or as indicated.
- G. Where control voltages are different from motor voltages, a control-voltage transformer shall be provided as a part of the starter.
- H. The Contractor shall be responsible for coordinating with the Division 26 Contractor for providing properly sized circuit breakers to serve equipment and motors furnished which differ from that specified or indicated. This shall be further understood to include branch circuit wiring, conduit, disconnect switches, etc., in accordance with the appropriate codes

and specifications. The cost of providing this increased electrical service and related work shall be included under the applicable section under which the equipment and motors are being furnished, at no additional cost to Owner.

- I. The Automatic Temperature Controls Contractor shall be responsible for providing circuit breakers and power wiring and conduit from electrical panels installed under Division 26 to Automatic Temperature Controls panels. All electrical work shall be in accordance with appropriate codes and Division 26 specifications.

## **2.6 MACHINERY ACCESSORIES**

- A. Provide oil-level gages, grease cups and grease-gun fittings for machinery bearings as recommended by machinery manufacturer; where these lubricating means are not easily accessible, extend to locations as directed. Furnish all grease-gun fittings of uniform type.

## **2.7 AIR BALANCING DEVICES**

- A. Furnish any additional material or equipment, such as sheaves, belts, motors and balancing devices, required to complete and/or adjust and balance the systems as recommended by the TAB Agency at no additional cost to the Owner. Failure to provide additional means of adjusting and balancing will not relieve the Contractor of responsibility for properly adjusting and balancing the various systems as intended.

## **2.8 DUCT SEALANT**

- A. Where duct is indicated to be sealed, utilize a fire resistive, water based, indoor/outdoor, U.V. resistant, non-fibrated duct sealant, DUCTMATE EverSeal, FOSTER DUCT-FAS 32-19 or approved equal.
- B. Sealant shall have a volatile organic compound (VOC) rating of 24 g/L, less water.
- C. Sealant shall meet all SMACNA pressure classes up to 10" w.g. and SMACNA seal classes A, B and C.
- D. Apply sealant with brush working sealant into all joints. For spiral duct, apply sealant to male end of coupling prior to fitting straight run of duct to coupling. Follow manufacturer's instructions for all application requirements.
- E. The use of duct sealing tape of any kind is unacceptable.

## **PART 3 - EXECUTION**

### **3.1 PIPE INSTALLATION**



- A. Pipe systems shall be complete. Pipe shall be of size indicated or, where not indicated, shall be of size required to produce capacities of the equipment specified. No pipe shall be buried in floors, unless specifically indicated or approved.
- B. Install runs of piping as indicated. Cut pipe accurately to measurements established at the building by the Contractor and work into place without springing or forcing.
- C. Unless otherwise indicated, connections to equipment shall be as shown by manufacturer's data. Make piping connections to equipment with unions or flanged connections arranged so that equipment can be dismantled without disturbing the piping installation. Unions shall be accessible after building is complete. Provide valves to isolate equipment for service or removal.

### 3.2 EQUIPMENT INSTALLATION

- A. Erect equipment in neat and workmanlike manner. Align, level and adjust for satisfactory operation. Install so that connecting of piping and accessories can be made readily and so that parts are easily accessible for inspection, operation, maintenance and repair. Minor deviation from indicated arrangements may be made as approved by Engineer.

### 3.3 EQUIPMENT SUPPORTS AND FOUNDATIONS

- A. Design and construct supporting structures of strength to safely withstand stresses to which they may be subjected and to distribute properly the load and impact over building areas. Conform to applicable technical societies' standards, also to codes and regulations of agencies having jurisdiction. Obtain approval before fabrication.
- B. Fasten wall-mounted or ceiling-hung equipment to building structures or inserts as approved.
- C. Provide adequate supports for roof-mounted mechanical equipment. Supports shall keep equipment clear of roof and transmit weight to roof structure as approved by Structural Engineer.
- D. The Contractor shall submit for review physical data for each unit supported from the building structure, either suspended from or attached to the building structure. The physical data shall include the equipment operating weight, corner weights, and center of gravity.

### 3.4 NOISE AND VIBRATION

- A. Mechanical and electrical equipment shall operate without objectionable noise or vibration as determined by the Owner.

- B. If such objectionable noise or vibration should be produced and transmitted to occupied portions of building by apparatus, piping, ducts, or other parts of mechanical and electrical work, make necessary changes and additions as approved, without extra cost to the Owner.
- C. Isolators shall prevent, as far as practicable, the transmission of vibration, noise, or hum to any part of building.
- D. Isolators shall suit vibration frequency to be absorbed. Provide isolator units of area and distribution to obtain proper resiliency under load and impact.

**3.5 PROTECTION OF EQUIPMENT AND MATERIALS**

- A. Responsibility for care and protection of mechanical equipment rests with Contractor until Substantial Completion of the work.
- B. After delivery, before and after installation, protect equipment and materials against theft, injury, the environment, or damages from all causes.
- C. During construction, seal off all openings into interior of equipment and ductwork with sheet metal or taped polyethylene sheathing to prevent infiltration of dust.
- D. Equipment suitable for exterior installation (i.e., kitchen exhaust fan, kitchen makeup air unit, etc.) shall not be delivered to the job site until it is ready to be installed in its permanent location.

**3.6 CONTRACTOR'S RESPONSIBILITY FOR MANUFACTURER'S AUTHORIZED FIELD START-UP**

- A. The equipment manufacturer shall furnish a factory-trained and certified service technician without additional charge to start the HVAC equipment. This individual's certifications shall be submitted as a shop drawing along with the equipment and shall be reviewed and approved by the Engineer. Unit manufacturers shall maintain service capabilities no more than 100 miles from the job site.
- B. The manufacturer shall furnish complete submittal wiring diagrams of the HVAC equipment as applicable for field maintenance and service.
- C. Start-up sheets on all equipment shall be submitted and reviewed by the engineer. An approved copy shall be included in the final TAB report. If required, this same representative shall be made available to review the startup sheets onsite with the Engineer and Owner.

**3.7 CONTRACTOR'S RESPONSIBILITY FOR TESTING, ADJUSTING AND BALANCING (TAB)**

- A. Provide the TAB Agency a full set of Contract Documents (drawings and technical specifications), all manufacturers' approved submittal data and copies of revised data as soon as possible.
- B. Ensure that a current TAB Engineer's certification certificate is kept on file.
- C. Ensure all systems have been installed and are in 100% working order before the TAB Engineer is called to the job site, including but not limited to ductwork, piping, terminals, electrical and ATC. The Contractor shall verify that each item of the Pre-TAB Checklist (see Appendix A) has been completed and shall deliver a signed copy of the Pre-TAB Checklist to the Owner's Representative and the TAB Agency attesting that the project is complete and ready for TAB work to begin.
- D. Provide adequate access to all points of measurement and adjustment and ensure that all dampers operate freely.
- E. Provide a factory representative for all major pieces of equipment as requested by the TAB Agency to assist in operation and performance verification of equipment.
- F. Cooperate with the TAB Agency to help operate and adjust the control systems directly related to TAB work and provide any specialties required to make such adjustments.
- G. Carefully review the drawings and Specifications for the various systems noting all facilities incorporated in the design for purposes of adjusting and balancing. Should it be deemed necessary to provide additional dampers, baffles, valves, or other devices which would aid in the required adjusting and balancing, same shall be provided by the installing contractor.

### 3.8 EQUIPMENT MARKING

- A. Label all mechanical equipment, including control panels, fans, and makeup air unit.
- B. Labels shall be machine engraved, laminated, 1/8" thick, Bakelite, nameplate type. Labels shall be black faces with white letters.
- C. Labels shall have 1/4" high letters.
- D. Labels shall be rigidly attached using rivets or screws. Adhesive backing is not acceptable.

### 3.9 EQUIPMENT INVENTORY

- A. Provide a complete equipment inventory for all Mechanical, Plumbing and Fire Protection equipment included in the project scope of work. Refer to Appendix B of this section for the required template. A separate form shall be provided for each new piece of equipment provided.

- B. Prior to substantial completion, submit the equipment inventory forms for review. Once approved, include the forms in the operation and maintenance manual.

APPENDIX A

PRE-TAB CHECKLIST

A. GENERAL

1. All components of the HVAC system have been installed, including controls and control wiring.
2. Power wiring has been installed and energized to all motorized equipment. Also, all line voltage control wiring required has been installed.
3. All required testing of piping and duct systems has been completed in accordance with the drawings and specifications.

B. AIR DISTRIBUTION AND VENTILATION SYSTEMS

1. All air system filters have been replaced with new filters. The air moving equipment, ductwork and air terminals are installed and connected. All air systems are unobstructed and free of debris.
2. All manual volume control dampers required are installed and properly connected to adjustment handles. All damper handles are accessible and not covered by insulation or draw bands. All automatic dampers required have been installed with linkages connected and adjusted to provide the specified sequence of operation.
3. Access doors have been installed where required to allow inspection and servicing of duct-mounted dampers, equipment and components.
4. All ductwork and connections of duct to air terminals have been checked and no visible or audible leakage exists.
5. Fans are rotating in correct direction. Fans have been lubricated. Drive pulleys are aligned and belt tension is correct. Setscrews are tight securing keys into key-ways. Fan wheels turn freely and are balanced. Belt guards are in place.
6. Vibration isolators and flexible connectors have been installed where required. With fans in operation, there is no excessive vibration of fan assemblies or ductwork.

I, \_\_\_\_\_ an authorized representative of  
(Signature and Title)

\_\_\_\_\_  
(Company)

attest that all items contained in the above Pre-Tab Checklist have been completed

and verified as of this date:\_\_\_\_\_.

APPENDIX B

**Equipment Inventory Template**

**Project Name:** SPS Operation Center Kitchen Alterations

**Project Address:** 3264 Pruden Blvd, Suffolk, VA

**Description of Item:** \_\_\_\_\_  
(i.e., Air Handling Unit, Ductless Split System, etc.)

**Classification:**

- ☐ HVAC  
☐ Plumbing  
☐ Fire Protection

**Building:** \_\_\_\_\_

**Equipment Location (Room Number):** \_\_\_\_\_

**Date Purchased:** \_\_\_\_\_

**Date Placed in Service:** \_\_\_\_\_

**Original Cost:** \_\_\_\_\_

**Life Expectancy (years):** \_\_\_\_\_

**Estimated Replacement Date:** \_\_\_\_\_

**Estimated Replacement Cost:** \_\_\_\_\_

**Manufacturer:** \_\_\_\_\_

**Model/Serial #:** \_\_\_\_\_

END OF SECTION 230100

SECTION 230500 - HEATING, VENTILATING AND AIR CONDITIONING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and Section 230100 "Mechanical General Provisions" apply to this Section.
- B. Refer to the Sequence of Operation on the Contract Drawings for additional requirements and coordination between equipment and controls.

1.2 WARRANTY-GUARANTEE

- A. Contractor shall furnish written warranty, countersigned and guaranteed by the General Contractor, stating that work executed under this Section of the Specifications shall be free from defects of material and workmanship for a period of 12 months from date of Substantial Completion of the building. Refer to Section 230100 for additional warranty period responsibilities.

1.3 SUBMITTALS

- A. Prior to fabrication of any ductwork, Mechanical Contractor shall prepare and submit for review and approval 1/4" scale ductwork shop drawings. Drawings shall indicate all equipment locations and double line ductwork layout. Drawings shall be coordinated with existing conditions and Architectural, Structural, Sprinkler and Electrical Drawings.
- B. Submit manufacturer's performance data and unit details on all products specified below or indicated on drawings.

1.4 PROTECTION OF EQUIPMENT AND MATERIAL

- A. All equipment and material not specifically designed for exterior installation shall not be delivered to the job site until an indoor, dry location is available for storage. All equipment and material shall be covered and protected from dirt, debris, moisture, paint, coatings and damage of any kind. Store off the floor, in a location approved by the Owner, to prevent contact with water.
- B. All air-conveying equipment and material, including but not limited to make up air unit, exhaust fan, and ductwork shall be kept clean as described above and all airside surfaces shall be wiped clean (metal surfaces) prior to installation. Where equipment surfaces are subject to additional accumulation of dirt and debris, interior cleaning shall be done after the completion of ductwork installation at all unit openings.

1. Exterior surfaces of all equipment shall be cleaned at completion of construction in a manner that condition and appearance of equipment is the same as it left the factory.
2. No equipment shall be run without approval by the Engineer.
3. Operation of the HVAC system during construction requires the safeties to be operational to protect the building and personnel.

## **PART 2 - PRODUCTS**

### **2.1 HEAT GENERATION (NOT USED)**

### **2.2 REFRIGERATION (NOT USED)**

### **2.3 AIR HANDLING EQUIPMENT**

#### **A. Kitchen makeup air unit (KMAU)**

1. Refer to Food Service drawings and specification 114000 for information regarding the kitchen makeup air unit.

#### **B. Kitchen Exhaust Fan (KEF)**

1. Refer to Food Service drawings and specification 114000 for information regarding the kitchen exhaust fan.

### **2.4 UNITARY EQUIPMENT (NOT USED)**

### **2.5 TERMINAL EQUIPMENT (NOT USED)**

### **2.6 HVAC PIPING AND SPECIALTIES**

#### **A. Piping**

1. Gas piping shall be provided as specified below. Where options of different materials are given for the same service, contractor shall select materials and use them uniformly throughout the system. Contractor shall submit experience with all of the materials and joining methods specified.
2. Gas Piping:
  - a. Exterior to Building: Galvanized steel - screw fabricated (2 inch and under)
  - b. Within Building: Schedule 40 black steel - screw fabricated



**2.7 AIR DISTRIBUTION**

**A. Kitchen hood (KH)**

1. Refer to Food Service drawings and specification 114000 for information regarding the kitchen hood.

**B. Kitchen Supply Ductwork**

1. Provide all ducts, connections, and related items required to form a complete system as indicated on drawings and specified herein.
2. All ductwork shall be sheet metal.
3. Sheet-metal ducts shall be fabricated from G60 galvanized-steel sheets and shall be of gauges called for and as detailed in 2005 SMACNA Manual, HVAC Duct Construction Standards (Metal and Flexible). All constant volume ductwork shall be 1" w.g. pressure class construction and shall be single-wall rectangular.
4. Duct sealing requirements shall be Class B for all ductwork.
5. All companies being considered as potential suppliers of duct and fitting components shall submit drawings and dimension data for approval. These submittals will serve as a basis for acceptance or rejection of product.
6. Insulation shall have the following UL rating:

Flame Spread	10-20
Fuel Contributed	10-15
Smoke Developed	0-20

7. Rectangular low velocity ductwork shall be constructed from galvanized steel sheets of lock form quality per ASTM A653 with a G60 zinc coating (0.60 oz/ft<sup>2</sup>. Sheets shall be free of pits, blisters, slivers, and un-galvanized spots.
8. Provide flexible connections of fiberglass between ducts and air-handling unit and exhaust fan connections. Connector shall be constructed using double lock gripping fingers at metal to fabric contact. Connector shall be rated airtight and watertight up to 10" w.g. positive to 10" w.g. negative pressure. Provide flexible connections, not less than 4 inches wide, constructed of approved fireproof, waterproof, non-asbestos, glass fabric, at the inlet and outlet connection of each fan unit, securely fastened to the unit and to the ductwork by a 24 gauge galvanized steel band provided with tightening screws. There shall be no metal-to-metal contact at flexible connections. There shall be no stretching of the flexible material at flexible connections. The connection shall be UL listed, to meet NFPA 90A and 90B requirements and the following applications.

Indoor: Neoprene coated glass fabric, minimum 30 oz./sq.yd., DUCTMATE "PROFLES™" or approved equal

9. Fabricate ductwork with airtight joints, presenting smooth surface on inside, neatly finished on outside; construct with curves and bends to aid in easy flow of air. Unless otherwise indicated, make inside radius of curves and bends at least width of ducts.

Where square elbows have to be used, provide double wall turning vanes in all elbows. Deflecting vanes shall be double wall blades, fit into side rails, and screw or rivet to duct elbow in field. Blades and side strips shall be small or large double vanes as detailed in SMACNA Duct Manual. DUCTMATE "PROrail™" or approved equal.

10. Construct, brace, and support ducts and air chambers in a manner that they will neither sag nor vibrate to any perceptible extent when fans are operating at maximum speed or capacity.
11. Provide opposed-blade dampers for control of air volume and for balancing system, where indicated or required. Dampers shall be of sheet metal at least one gauge heavier than duct and reinforced; shall be installed in an accessible location. Provide indicating quadrant and locking device for adjusting and locking dampers in position. Provide extended shafts on all volume dampers greater than the thickness of the insulation to provide free movement of damper positioner. Stiffen duct at damper location, install damper in manner to prevent rattling.
12. Duct sizes are inside free area. Increase duct sizes as required.
13. Ductwork and accessories shall not be delivered to the job site until just prior to erection and must be stored in an approved manner.
14. All ductwork shall be internally cleaned by vacuuming prior to installation.
15. All ductwork open ends shall be sealed with polyethylene and duct tape during construction after hanging.

**C. Kitchen Exhaust Ductwork**

1. The grease duct shall be single-wall factory-built type for use with Type 1 kitchen hoods, as described in NFPA-96 for the transportation of air and grease-laden vapors from commercial cooking operation.
2. Product Description:
  - a. Model PSW Grease Duct by METAL-FAB, SCHEBLER Chimney Systems FyreGuard, or approved equal.
  - b. Factory pre-fabricated, single-wall type, listed for venting of grease laden air from kitchen hoods requiring grease duct as described in NFPA 96.
  - c. Rated for continuous operation at 500 F and intermittent operation at 2000 F.
  - d. All components of the grease duct system shall be provided by the manufacturer to ensure the system meets the requirements of the listing including duct supports, guides, fittings, cleanouts, and expansion joints required to install the duct.
  - e. Grease duct shall conform to requirements of ASTM E119, and shall be listed by the following agencies with the associated listed reports:
    - 1) UL 1978 (File MH8251) – Grease Ducts for Restaurant Cooking Appliances.
    - 2) UL 2221 (File R15388) – Standard for Tests of Fire Resistive Grease Duct Enclosure Assemblies.
  - f. The wall shall be constructed of stainless steel, 0.035 inch thickness.
3. Construction of Factory Built Grease Duct:

- a. Pipe joints shall be held together by means of formed vee bands and sealed with P080 Grease Duct Sealant.
- b. Connection to the hood will be made with a round hood collar.
- c. Curb mounted fans will incorporate a fan adapter plate.
- d. All construction and supporting of the kitchen ventilation system will be in accordance with the manufacturer's installation instructions.
- e. Store grease duct sections inside, or covered adequately to protect from weather or accidental damage.

2.8 VIBRATION ISOLATION (NOT USED)

2.9 MEASUREMENT AND CONTROL (NOT USED)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 230500

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SECTION 230593 - TESTING, ADJUSTING AND BALANCING (TAB)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and Section 230100 "Mechanical General Provisions" apply to this Section.

1.2 SCOPE OF WORK

- A. The General Contractor shall obtain the services of an independent testing and balancing agency whose business is limited to testing, adjusting and balancing and shall be certified by AABC (or NEBB). Agency shall have been in the TAB business for a minimum of 5 years. The TAB (Testing, Adjusting and Balancing) Agency shall be a direct subcontractor of the General Contractor and not affiliated in any way with the Mechanical Contractor.
- B. Testing and balancing shall be performed in accordance with National Standards for Testing and Balancing Heating, Ventilating and Air-conditioning Systems, 2002, as published by Associated Air Balance Council (AABC).
- C. All work shall be performed under the direct supervision of a certified TAB Engineer. All other personnel shall be regular full-time employees of the TAB Agency.
- D. Test and Balance Agency shall submit within 30 days after receipt of construction contract two copies of qualifications, including current TAB Engineer's certificate and National Project Certification Performance Guaranty.
- E. TAB work shall not commence until all components of the HVAC system have been installed completely, including all power wiring and controls and all equipment has been started and run tested in each mode of operation. Should any items be found incomplete at the time that TAB work is performed, the TAB Agency shall immediately notify the General Contractor and Owner's Representative of any deficiencies found. The General Contractor shall be responsible for correcting reported deficiencies and verifying that the system is 100% complete, operable and ready for TAB work to proceed.

PART 2 - PRODUCTS

2.1 MATERIAL AND EQUIPMENT

- A. Provide all necessary instrumentation required to measure and adjust the HVAC air systems.

- B. Equipment and instruments shall be of types approved by the Owner's Representative and/or manufacturers of devices installed.
- C. Instruments used for testing and balancing of air systems shall have calibration verified within a period of 12 months prior to balancing.

### **PART 3 - EXECUTION**

#### **3.1 GENERAL, MECHANICAL AND ELECTRICAL CONTRACTOR'S RESPONSIBILITY**

- A. The General Contractor shall be responsible for directing the Mechanical and Electrical Contractors to fulfill the Contractors' Responsibility for Testing, Adjusting and Balancing as required in Section 230100. TAB work shall not commence until the conditions of paragraph 1.2.E of this Section and all requirements of Section 230100 for TAB have been completed.

#### **3.2 TAB AGENCY'S RESPONSIBILITY**

- A. Carefully review the drawings and Specifications for the various systems noting all facilities incorporated in the design for purposes of adjusting and balancing. Should it be deemed necessary to provide additional dampers, baffles, valves, or other devices which would aid in the required adjusting and balancing, same shall be provided by the installing contractor.
- B. The TAB Agency shall report any and all deficiencies that prohibit adjusting and balancing in accordance with the Contract Documents to the Contractor and the Owner's Representative.
- C. Adjust all duct and equipment, including valves, controls, dampers, cocks, etc., to properly perform to  $\pm 10\%$  of their respective design quantities of flow.
- D. Determination of the air volumes shall be made by pitot tube and differential draft gauge for all supply, return, outdoor air and exhaust air ducts. Openings for pitot traverses shall be provided as required and shall be fitted with neat removable plugs or covers.
- E. The Test and Balance Agency shall perform the following:
  - 1. Adjust fan RPM, tighten and align fan belts, measure operating amps.
  - 2. Adjust volume dampers to obtain designed air volume.
  - 3. Adjust each air handler to obtain designed airflow.
  - 4. Adjust airflow exhausted from and supplied to hoods.
  - 5. Final settings of dampers shall be permanently marked. Where provided, memory stops and locking devices shall be adjusted and locked to the final setting.
- F. Before the work is offered for Final Acceptance, all equipment shall be run through a test to demonstrate that it has been adjusted to meet the requirements of the drawings and

Specifications. Copies of the test and adjustment data shall be submitted in a report to the Owner's Representative prior to final inspection.

- G. The TAB Report shall include a General Comments section providing an overview of systems operation, observations of system installation abnormalities and deficiencies, problems encountered, etc. If required, provide explanation of methods of measurement and disparity between measured and design quantities.
- H. Test and Balance Agency Report shall include the following data for each system. All sheets shall be neatly typed. Balancing Agency shall submit with his report a set of neatly marked plans identifying location of each piece of equipment, air terminal, flow measuring device and points of traverse. Report all measured quantities and design quantities where applicable.
  - 1. CFM of supply plenum and exhaust hood.
  - 2. RPM and CFM of each fan.
  - 3. Supply and exhaust air CFM of kitchen makeup air unit and kitchen exhaust fan, respectively.
  - 4. Discharge and suction static pressure of each fan.
  - 5. Voltage rating and operating volts of each fan motor. For fan motors requiring three-phase power, record voltage of each individual phased leg and check for voltage imbalance.
  - 6. Temperatures for kitchen makeup air unit at maximum capacity including the following measurements:
    - a. Entering and Leaving air temperature at each coil.
  - 7. Nameplate data of each piece of HVAC equipment installed.
- I. All domestic hot water flow measuring and balancing valves shall be balanced for flow indicated in the contract documents by the Plumbing Contractor. Balanced flow shall be reported in the final TAB Report.
- J. During the Final Inspection, the Agency shall have present all necessary instrumentation and an individual to make readings of select information which was submitted in the balance report. The select readings shall be made where directed by and in the presence of the Owner's Representative and shall not deviate more than 5% from the values submitted in the report.
- K. The Owner's Representative may select no more than 20% of all reported data for rechecking. If more than 20% of data verified is not within  $\pm 5\%$  of submitted data, the Owner's Representative may void entire report and ask for complete rebalancing. The field check shall be made within 45 days of approved TAB submittal.

END OF SECTION 230593

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SECTION 230700 - MECHANICAL INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections and Section 230100 "Mechanical General Provisions" apply to this Section.

1.2 SUBMITTALS

- A. Submit manufacturers' data on all insulation products, schedule which indicates where each product is to be used and thickness of each product.

1.3 WARRANTY-GUARANTEE

- A. Contractor shall furnish written warranty, countersigned and guaranteed by the General Contractor, stating that work executed under this Section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 INSULATION – GENERAL

- A. All insulation shall have a composite (insulation, jacket or facing and adhesive used to adhere the facing or jacket to the insulation) fire and smoke rating as requested by ASTM E84, NFPA 255 and UL 723, not exceeding:

Flame spread	25
Smoke developed	50

- B. Accessories, such as adhesive, mastics, cements, tapes and fire-resistant cloth for fittings, shall have same fire and smoke ratings as components listed above.
- C. Installation of insulation shall be accomplished in strict accordance with manufacturer's recommendations and shall be CERTAINTED, OWENS-CORNING, JOHNS MANVILLE or KNAUF INSULATION for glass fiber insulation.

2.2 PIPE INSULATION

- A. Glass fiber insulation having a thermal conductivity not greater than 0.24 Btu x in./hr. x sq. ft. x °F in a mean temperature of 75°F. Insulation shall have factory-applied all-purpose jacket.

### 2.3 DUCT INSULATION

- A. Blanket Type within the conditioned space: Glass fiber, ¾-lbs/cu. ft., foil faced, vapor- sealed flexible duct insulation. Thermal conductivity shall not exceed 0.29 Btu x in./hr. x sq. ft. x °F.

### 2.4 FIRE WRAP

- A. Acceptable Manufacturer: THERMAL CERAMICS: 2102 Old Savannah Rd., Augusta, GA 30906; or approved equal.
- B. Thermal Material: 2000°F rated core blanket, manufactured from patented bio-soluble Superwool chemistry (Calcium Magnesium Silicate).

- 1. Product: FireMaster FastWrap XL as manufactured by THERMAL CERAMICS.

- a. For commercial, kitchen hood exhaust ductwork: Insulation enclosure system tested and classified by UL (HNKT G18) to provide zero clearance to combustible construction and [1] [2]-hour fire rating per ASTM E 2336.

- 2. Fully encapsulated thermal material in fiberglass reinforced aluminum/polypropylene scrim.

- a. Encapsulation material marked with UL Classification Mark.
- b. Encapsulation material marked with ICC-ES report number ESR 2213.
- c. Collars supplied in 6-inch (150 mm) wide by 25 feet (7620 mm) long rolls.

- 3. Product Characteristics:

- a. Thickness: 1-1/2" ((38 mm).
- b. Nominal Density: of 6 pcf
- c. R-Value: 7.35 per layer of FireMaster Fast Wrap XL when tested in accordance with ASTM C518.
- d. Flame Spread: <25 when tested in accordance with ASTM E 84.
- e. Smoke Development: <50 when tested in accordance with ASTM E 84.

- C. Accessory Materials:

- 1. Glass Filament Tape: Minimum ¾ inch (19 mm) wide – used to temporarily secure blanket until permanent attachment using steel banding and/or steel insulation pins.
- 2. Aluminum foil Tape: Minimum 3 inches (76mm) used to seal cut edges.
- 3. Carbon Steel or Stainless Strapping Material Minimum: ½ inch (13 mm) wide and 0.015 inch (.38 mm) thick.

4. Steel Insulation Pins: Minimum 12-gauge, length sufficient to penetrate through duct wrap insulation.
5. Insulation Clips: Galvanized steel, minimum 1-1/2 inches (38 mm) round or square.
6. Through Penetration Firestop Sealants:
  - a. Packing Material: Remove encapsulation material from FastWrap XL, use core blanket (white) as penetration packing material.
  - b. Firestop sealants per applicable building code report and/or laboratory design listings.
7. Grease Duct Access Doors:
  - a. Field fabricated access doors per Thermal Ceramics installation instructions.
  - b. DuctMate F2-HT Doors (NFPA 96 Compliant, tested with FireMaster FastWrap XL per ASTM E 2336)
  - c. DuctMate Ultimate Door (NFPA 96 Compliant, UL Listed per UL 1978, tested with FireMaster FastWrap XL per ASTM E 2336)
  - d. FireMaster DuctMate F2-HT-XL3 Access doors are supplied as a complete installation with DuctMate F2-HT Door and 3 layers of FastWrap XL insulation installed as tested in accordance with ASTM E 2336. Supplied in standard door sizes of 6 by10 inches (152 mm by 254 mm), 8 by12 inches (203 mm by 305 mm), 12 by16 inches (305 mm by 406 mm) and 14 by18 inches (356 mm by 457 mm)

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. Insulation shall be installed by a licensed applicator and in strict accordance with the manufacturer's instructions. Deliver all materials to the job site and store in a safe, dry place. Use all means necessary at the job site to protect materials from dust, dirt, moisture and physical abuse before and during installation. Insulation that becomes damaged prior to installation shall not be installed and shall be removed from the job site. Insulation that becomes wet or damaged after installation shall be removed and disposed of and replaced with new insulation.
- B. Surfaces to be insulated shall be cleaned free of dirt, scale, moisture, oil and grease prior to installation of the insulation.

#### **3.2 PIPING (GLASS FIBER INSULATION, UNLESS OTHERWISE NOTED)**

- A. Schedule:

Cold Water:

1/2" thickness for pipe sizes up to 1-1/4" and 1" thickness for pipe sizes over 1-1/2".

Domestic Hot and Tempered Water and  
Hot Water Recirculating: 1" thickness for pipe sizes up to 1-1/4"  
and 1-1/2" thickness for pipe sizes over 1-  
1/2".

- B. Fittings and valves on insulated piping smaller than 4" shall be insulated with fiberglass blanket to thickness equal to adjoining pipe insulation unless otherwise noted. On all fittings and valves, insulation shall be finished with a preformed PVC jacket.
- C. No piping shall be insulated until it has been tested and thoroughly cleaned.
- D. Hangers and supports for cold water piping shall not injure or pierce insulation.

### 3.3 DUCTWORK

#### A. Definitions:

- 1. Concealed: Ductwork which shall be hidden from view by ceilings, walls, chases, or soffits, either by the work of this Contract, or by future tenant build-out work.

#### B. Schedule:

Concealed Supply 2" thickness blanket  
Air Ductwork  
Externally Insulated:  
(inside the conditioned space)

Kitchen Exhaust Ductwork Fire wrap in accordance with Section 2.4

- C. Blanket-type insulation shall be stapled and taped in accordance with manufacturer's instructions.
- D. Insulation on ductwork over 16" in height or width must be attached with stick pins. When using self-adhesive pins, prepare surface to be applied to ensure adhesion.
- E. Tape all edges of insulation to ensure that no insulation is exposed.

### 3.4 FIREWRAP

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Preparation:

1. Remove dirt and dust from surfaces of openings and items penetrating rated floors and rated walls.

**D. Installation:**

1. Install Firewrap in direct contact with the ductwork in accordance with manufacturer's instructions, applicable laboratory listings and building code reports and referenced standards. For additional complex duct design installation recommendations, see the Thermal Ceramics' complete installation guide.
  - a. For commercial, kitchen hood exhaust ductwork: Installation shall be performed by an experienced contractor per manufacturer instructions, applicable UL Listings and ICC-ES building code report (ESR 2213 or ESR 2832). Provide UL Listed liquid tight Thermal Ceramics FastDoor XL access doors where required by code. Sheet metal and insulation contractors shall coordinate installation of FastDoor XL.
2. Install 2 layers of Firewrap for a 2-hour commercial kitchen grease duct application per ASTM E 2336.
  - a. General Installation Instructions for Double Layer Installations: The inside layer of Firewrap blankets are cut to a length that will fit around the duct and meet with a tight butt joint. Adjacent blankets on the inside layer are tightly butted against each other. The outside layer is cut to a length that will fit around the duct and overlap itself no less than 3 inches (152 mm). Adjacent blankets on the outside layer overlap each other a minimum of 3", or they can be fitted together with a tight butt joint and covered with a 6-inch (305 mm) wide collar centered over the butt joint. Cut edges of the blanket shall be taped with aluminum foil tape to prevent exposed edges of the insulation from wicking of condensation moisture in air ventilation ducts or grease from a leaking grease duct joint. During installation, the blankets are temporarily held in place with filament tape until the wrap is mechanically attached with steel bands or steel insulation pins.
3. Mechanical Fastening of Enclosure Material to Ductwork:
  - a. Banding - Carbon steel or stainless steel banding is used to hold the outer layer of the blanket enclosure in place. Banding is minimum 1/2 inch (12.7 mm) wide and is placed around the entire perimeter of the duct on maximum 10-1/2 inches (267 mm) centers and 1-1/2 inches (38 mm) from each blanket or collar edge.
  - b. Pinning - To prevent blanket sag on duct spans 24-inch wide (610 mm) or larger, minimum 12-gauge steel insulation pins are welded to the duct along bottom horizontal and outside vertical runs in columns spaced 12 inches (305 mm) apart, 6 to 12-inch (152 to 305 mm) from each edge and on 10-1/2 inches (267 mm) centers. Pins are also required 1 inch (25 mm) from the end of a duct and 1 inch (25 mm) from any edge near a 90° bend spaced 6-inch (152 mm) apart. Pins are locked in place with 1-1/2 inch (38 mm) diameter

or 1-1/2 inch (38 mm) square galvanized steel speed clips or cup head pins.  
Pins are turned down or the excess cut off to eliminate sharp edges.

4. Grease Duct Access Door Installation:

- a. Install field fabricated doors per manufacturers' instructions and applicable building code reports and laboratory design listings.
- b. Prefabricated DuctMate F2-HT or DuctMate Ultimate doors may be installed per manufacturers' installation instructions and field insulated per Thermal Ceramics installation instructions, applicable building code reports and laboratory design listings.
- c. Install access openings at each change in direction and at intervals as required by code. Insulation cover system shall be tested and listed by UL (HNKT G18) to provide zero clearance to combustible construction and 2- hour fire rating per ASTM E 2336. Duct access cover panel shall be tested and listed by UL (YYXS.MH47995) with integral neoprene gasket to provide liquid tight seal and shall have a high temperature gasket and signage "Access Door – Do not Obstruct" compliant to code and NFPA 96. Installation shall be performed by an experienced contractor per manufacturer instructions and applicable UL Listings. Sheet metal and insulation contractors shall coordinate installation of the FastDoor XL and the duct enclosure system.

E. Repair Procedures:

1. Repair damaged Firewrap in accordance with manufacturer's instructions.
2. Remove damaged section by cutting the bands and removing the anchor clips holding it in place. Apply a new section of the same dimension ensuring the same overlap and installation method that existed previously. Cut edges and tears in the foil must be taped with aluminum tape to prevent the insulation from wicking moisture or grease.

F. Protection:

1. Protect installed products until completion of project.
2. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 230700

SECTION 260100 - ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SCOPE OF WORK

- A. This Section of the Specifications describes the material and installation procedures to be followed for furnishing and installing the electrical equipment and material as outlined and described on the contract drawings and as stated in this Division of the Specifications.
- B. Where the word "Contractor" appears in this Division of the Specifications, it applies to the Contractor performing the electrical portion of the work, unless specifically indicated otherwise.
- C. The Contractor shall install the systems as specified herein and indicated on the contract drawings and shall furnish all labor, material, tools, scaffolds, erection equipment, services and other items of expense as necessary as a part of this Contract. This Contract further includes placing the systems into operation and properly testing, adjusting, balancing and training the owner's personnel on the use of all items of equipment as specified and as approved by the Architect.

1.3 SUPERVISION

- A. The Electrical Contractor shall have a competent and English speaking designated Supervisor who is a Certified Master Electrician on the job site at all times that any electrical work is being performed. This shall include any and all electrical work being accomplished by contractors who are subcontractors to the prime Electrical Contractor.

1.4 DRAWINGS

- A. General arrangements of the necessary conduits, feeders, light fixtures, devices, panels, and equipment are indicated on the drawings in diagrammatic form only. Due to the scale of the drawings, offsets, fittings, and accessories may not be shown. Work indicated but having details omitted shall be provided complete to an operating condition with all fittings, wiring, and ancillary equipment and material as required. Where rearrangement is necessary, submit drawings of proposed changes for approval and coordinate and arrange work with consideration to the architectural, structural, mechanical, plumbing, and sprinkler system drawings, and to the work of the various other building trades. Equipment

provided under this Division of the Specifications shall be installed in accordance with the recommendations of the equipment or material manufacturer.

**1.5 COORDINATION**

- A. Coordinate the electrical work with the architectural, structural, mechanical, plumbing, and sprinkler system drawings and work in order to avoid omissions and to eliminate any interference. Report any discrepancies found, as soon as possible, after discovery, to the Architect.
- B. The contractor shall be responsible for coordinating with the Division 23 Contractor for providing properly sized circuit breakers to serve mechanical equipment and motors furnished which differ from that specified or indicated. This shall be further understood to include branch circuit wiring, conduit, disconnect switches, etc., in accordance with the appropriate codes and specifications. The cost of providing this increased electrical service and related work shall be included under the applicable section under which the equipment and motors are being furnished, at no additional cost to Owner.

**1.6 CODES AND STANDARDS**

- A. Various recognized codes and standards form a part of these Specifications the same as if written fully herein and shall be followed as minimum requirements. The codes and standards will be referred to by their abbreviated names and are listed below. Reference to these standards shall be understood to mean the latest edition and accumulative supplements which have been adopted by the "Authority Having Jurisdiction," unless noted otherwise.

ASAD 2010	ADA Standards for Accessible Design
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
IECC	International Energy Conservation Code
IEEE	Institute of Electrical and Electronics Engineers
NEC 2017	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Prevention Association
NFPA 70E	Standard for Electrical Safety in the workplace 2012 Edition
OSHA	The Occupational Safety and Health Act
UL	Underwriters Laboratories, Inc.
VCC 2018	Virginia Construction Code.

- B. All equipment, material, apparatus, and work shall conform to the requirements of the NEC. If the Contractor observes that the drawings and specifications are at variance therewith, the contractor shall notify the Architect/Engineer in writing. If the Contractor



performs such work contrary to the above referenced rules and regulations and without written acknowledgment or notice thereto, they shall correct this work and bear all cost arising therefrom.

**1.7 NOTICES AND FEES**

- A. Give all required notices, obtain all necessary permits, and pay all required fees, including any fees associated with temporary electrical power services during construction. Utility company fees, which are for the permanent installation of electrical power services, shall be paid for by the Owner.

**PART 2 - PRODUCTS**

**2.1 EQUIPMENT AND MATERIALS**

- A. See Specification 013300 "Submittals", for shop drawing submittal procedures. Submit shop drawings for materials required for this project as indicated herein. Obtain approval from the Architect before manufacture is started on any of same. The shop drawings shall show complete details of the various items, wiring diagrams, etc., and shall be submitted in a sufficient number of copies to allow the Engineer to retain one copy. Approved copies of all shop drawings shall be kept on the job site accessible to the Architect at all times. All new power distribution equipment (switchboards, panelboards, disconnect switches, transformers and other power related components) shall all be by the same manufacturer.

**2.2 ACCEPTABLE MANUFACTURERS**

- A. The following list states specific names of acceptable manufacturers of particular equipment and indicates the types of material on which submittals shall be made:

	Submittal Information <u>Required:</u>
Disconnect Switches	Product Data
General Electric Company	
Square D Company	
Eaton/Cutler-Hammer	
Siemens	
Wiring Devices and Cover Plates .....	Product Data
Hubbell	
Leviton	
Arrow-Hart	
Pass and Seymour	

- B. The following list states other materials for which product data submittals shall be made:
- Conductors (each type)
  - Conduit (each type)
  - Fire Alarm System Components
  - Fuses (each type)
- C. Catalog numbers and manufacturers are listed as a guide for minimum requirements to be met. Material and equipment of manufacturers other than those listed will be given consideration by the Architect/Engineer providing the material meets the minimum requirements set forth in these Specifications and providing the material or equipment will provide satisfactory performance for the intended installation, does not exceed the dimensions and weight of the specified item and meets the aesthetic performance desired of the specified item. Submittals of other than specified equipment shall have indicated on the specification sheets in the shop drawing submittals each item called for in these Specifications by paragraph and subparagraph numbers and/or letters.
- D. See Specification Section 012500 for substitution requirements.
- E. Any deviation from the manufacturers listed in the preceding list and /or of those stated in the Contract Documents shall be submitted to the Architect/Engineer for approval in accordance with Specification Section 260500, "Materials and Methods." Facsimile transmission of data for review will not be accepted.
- F. The Engineer will review for approval, only one substitute for each type of material specified in the Division 26 Contract Documents. If the substitute material is not approved, the Contractor shall provide the material by one of the specified manufacturers. Approval of substitute material is at the sole discretion of the Architect and Owner, and the Contractor shall bear all costs arising therefrom, including any design fees if additional design effort is deemed prudent or necessary by the Architect/Engineer.
- G. Only the types of materials specified herein are approved for use on this project. No other material types will be considered.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION**

- A. "Provide," as used on the drawings and in these Specifications, shall mean furnish, install, connect, adjust, test, and place into operation, except where otherwise specifically stated in the contract documents.
- B. Provide coordinated electrical systems, equipment, and material complete with auxiliaries and accessories as required for a complete and operable finished project.

- C. Run all conduits concealed except where specifically indicated otherwise. Exposed conduit installation other than where indicated shall be approved by the Architect and Owner prior to installation.

### 3.2 CLEANING AND PAINTING

- A. Remove all dirt, trash, and oil from all raceways, boxes, fittings, cabinets, and panelboards.
- B. Protect, to the satisfaction of the Architect/Engineer, all equipment provided against damage during construction. If damage does occur to any materials, refinish, repair, or replace the equipment or material as directed by the Architect/Engineer.

### 3.3 REPAIR OF EXISTING WORK

- A. Repair of existing work, demolition, and modification of existing electrical distribution systems shall be performed as follows:
  - 1. Workmanship: Lay out work in advance.
    - a. Exercise care when cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, or other surfaces as necessary for proper installation, support, or anchorage of conduit, raceways, or other electrical work. Repair damage to buildings and materials or equipment damaged using skilled craftsmen of the appropriate trades.

### 3.4 RECORD DRAWINGS

- A. Refer to Specification Section 017839 "Project Record Documents".

### 3.5 MAINTENANCE MANUALS

- A. Refer to Specification Section 017823 "Operation and Maintenance Data". The following list states materials for which Operation and Maintenance Data submittals shall be made:

Fire Alarm System Components  
Power Distribution Equipment (Disconnect Switches)

END OF SECTION 260100

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SECTION 260500 - MATERIALS AND METHODS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Provide all labor, material, tools, scaffolds, erection equipment, services and supplies to fabricate, install, connect, adjust, test, and place in operation the electrical and other systems as called for in these Specifications and as indicated on the Contract Drawings.
- B. Properly store and protect all material and equipment until installed.
- C. All material and equipment shall be new and of the quality noted or specified. Material, equipment, and work of inferior quality will be rejected and shall be removed from the job site immediately upon rejection and replaced. Unacceptable work shall be removed and replaced. All replacement material and work shall be done at the Contractor expense. The Architect will decide upon the quality of material and equipment furnished and of the work performed.

1.3 WARRANTIES

- A. The Contractor shall provide the Owner with a one-year, unlimited material and labor warranty on all work accomplished and materials provided under Division 26, including all components thereof except as otherwise noted herein. The warranty start date is the date of project "Substantial Completion" as determined by the Architect.

PART 2 - PRODUCTS

2.1 MATERIAL

- A. Electrical material furnished under these Specifications shall be new and listed by UL and shall bear the UL label where labeling service is available for the type of material provided for this project.

2.2 RACEWAYS

- A. Raceways shall be of the size indicated or as required by the NEC; whichever is the larger; except where larger conduits are specified on the Contract Drawings. Raceways shall be 1/2" minimum.
- B. Raceways shall be provided for all electrical systems indicated on the drawings unless specifically indicated otherwise. Raceways shall be hot-dip galvanized rigid steel conduit (GRS), electrical metallic tubing (EMT), flexible steel conduit, or intermediate metallic conduit (IMC). Flexible steel conduit in kitchen and outdoors shall be liquid tight. Schedule 40 PVC conduit may be used only below grade, under concrete slabs-on-grade and other locations where specifically indicated.

## 2.3 CONDUCTORS

- A. Conductors shall be of the American Wire Gauge size indicated on the contract drawings or specified herein.
- B. All conductors shall be copper except as otherwise indicated.

## 2.4 OUTLETS

- A. Outlet and junction boxes shall be of one-piece galvanized construction of a type and size applicable for use in the location indicated on the contract drawings and as required by the NEC.
- B. Locations of outlets for lighting, devices, power, and equipment are indicated on the contract drawings. Owing to the small scale of the drawings, it is not possible to indicate the exact location. Examine the architectural, structural, mechanical, sprinkler system and plumbing drawings, and finish conditions and arrange work as required to meet such conditions to the approval of the Architect.

## 2.5 FUSES

- A. All fuses shall be provided by the Electrical Contractor.
- B. Fuses shall be as follows:
  - 1. General: All fuses must carry the UL inspected label. All fuses shall be plainly marked with ampere rating, voltage rating, interrupting capacity when greater than 10,000 Amperes and current limiting where it applies.
  - 2. Interrupting Capacity: Each fuse shall be capable of safely interrupting the maximum short-circuit current available at the point in the circuit where installed.
  - 3. Coordination: Service fuses and the fuses installed in feeder circuits shall be coordinated to provide a selective system of over-current protection.
- C. Main, feeder, and branch circuit fuses shall be as follows:

1. Circuits 0 to 600 amperes shall be protected by BUSSMANN Low-Peak, Limitron, or Fusetron (K-5, 200,000 I/C) Fuses rated as indicated on the drawings.
2. Motor Circuits: All motors rated 480 volts or less shall be protected by dual-element fuses rated not in excess of 175% and not less than 125% of motor nameplate rating or as indicated. Larger motors as indicated on drawings where fuse gaps are larger than size required for proper rating of fuse, install "all-metal" fuse reducers.

## 2.6 LABELING

- A. Label all disconnect switches, switchboards, panelboards, motor controllers, transformers and contactors provided under Division 26 of these Specifications.
- B. Labels shall be machine engraved, laminated, Bakelite, nameplate type. Labels shall have black faces with white letters, except for fire alarm cabinet where the faces shall be red with white letters.
- C. Size of labels shall be based on the required lettering and lettering size. The following are the minimum requirements for each type of label:

1. Panelboards and Transformers: First line of label shall state name of panel as shown on the drawings. Second line shall state from where the panel is fed. Lettering shall be 3/8" high.

Example:	Panel L-100	Transformer TC-1
	Fed from MDS	Fed from Panel #1
	Circuit # _____	Circuit # _____
	Voltage _____	Voltage _____

2. Motor Controller: Motor controller shall be labeled in 1/4" high letters. First line shall state the duty of motor and number if more than two motors have the same duty. Second line shall state from what panel the controller is fed.

Example:	Chilled Water Pump No. 2
	Fed from Panel 100
	Circuit # _____
	Voltage _____

3. HVAC equipment with integral disconnects shall be labeled on the outside of the equipment housing at the location of the disconnect in the same manner as Motor Controllers. The HVAC equipment shall be labeled in 1/4" high letters. First line shall state the name of the equipment as it appears on the electrical drawings. Second line shall state from what panel the equipment is fed.

Example:	Roof Top Unit No. RTU-2
	Fed from Panel 100
	Circuit # _____
	Voltage _____

- 4. Disconnect Switches: Disconnect switches shall be labeled in 1/4" high letters. First line shall state what the switch/contactors is feeding. Second line shall state from which circuit and panel the switch/contactors is fed.
- D. Circuit breakers serving Fire Alarm Control Panels shall be provided with a red, Bakelite nameplate with white letters attached to the panel adjacent to the circuit breaker.
- E. Attach labels with a minimum of two rivets or sheet metal screws. Adhesive-backed labeling will not be accepted.

## **2.7 PULL BOXES**

- A. Install pull boxes at all necessary points, whether indicated on the drawings or not, to prevent injury to conductor insulation or other damage that might result from pulling resistance or for other reasons necessary for proper installation. Minimum dimensions shall not be less than the NEC requirements and shall be increased if necessary for practical reasons or where required to fit the job condition.
- B. Above grade pull boxes shall be constructed of galvanized sheet steel, code gauge, except that not less than 12-gauge shall be used for any box. Where boxes are used in connection with exposed conduit, plain covers attached to the box with a suitable number of countersunk flathead machine screws may be used.
- C. All junction and pull box covers shall be labeled indicating the circuits contained therein in a manner that will prevent unintentional interference with circuits during testing and servicing. For example: "HE1-13." See Specification Section 260534 for additional labeling requirements.

## **2.8 DISCONNECT SWITCHES**

- A. Disconnect switches shall conform to governing industry NEMA standards. They shall be listed by UL. Disconnect switches shall be NEMA standard HD, quick-make, quick-break type.
- B. Where disconnect switches are indicated or required by the NEC to be weatherproof, furnish NEMA 3R enclosures. Furnish NEMA 4X enclosures in kitchen and other spaces where specifically indicated.

## **2.9 BRANCH CIRCUITS**

- A. The branch circuit wiring has been designed to utilize the advantages of multi-wire distribution and shall be installed substantially as indicated on the drawings. Major changes in the grouping or general routing of the branch circuits require prior approval in writing from the Architect.



- B. The number of conductors in each run of conduit is indicated on the drawings, but where there is a conflict between the number of wires indicated and the actual number required as determined by the functional requirements of the connected load, or where the number of wires was inadvertently omitted from the drawings, the correct number and size of wires as determined by the functional requirements of the connected load shall govern and be provided at no additional cost.
- C. Where individual 120V or 277V homerun circuits are shown on the drawings, they may be combined as follows:
  - 1. No more than three phase conductors plus three neutrals and one ground per conduit.
  - 2. No two of the same phase conductor per conduit.
  - 3. Provide 120V circuits with individual neutrals per circuit. Neutrals may not be shared.
  - 4. Neutral sharing by 277V circuits is acceptable.

## 2.10 MOTOR DISCONNECTING MEANS

- A. Provide a disconnecting means for each motor where indicated on the drawings. A circuit breaker in a panelboard or horsepower rated switch will be acceptable as a disconnecting means, if readily accessible and if located within sight of the motor and in compliance with all codes. A quick-make and quick-break general use tumbler or snap switch will be acceptable for capacities of 20 amperes or less and 300 volts and less, provided the ampere rating of the switch is at least double the rating of the equipment controlled. Switches of 30- to 400-ampere capacity shall be of the enclosed, quick-make and quick-break type, heavy duty, horsepower rated. Switches shall disconnect all ungrounded conductors and shall disconnect grounded conductors if required by the NEC or if called out on the drawings to do so. Switches shall be fusible type where indicated on the drawings.

## 2.11 CABLE TIES

- A. Provide cable ties in the length required. Standard, indoor cable ties shall be 7.9 inches in length minimum, 0.19 inches in width and 0.47 inches thick. The tensile strength shall be 50 pounds minimum and the maximum bundle diameter shall be 2 inches. Standard cable ties shall be black in color. Plenum rated cable ties shall be 6 inches in length minimum, .075 inches in width and 0.1 inches thick. The tensile strength shall be 50 pounds minimum and the maximum bundle diameter shall be 1.5 inches. Plenum rated cable ties shall be maroon in color.

## PART 3 - EXECUTION

### 1.1 INSTALLATION

- A. Install material in a first-class and workmanlike manner to the satisfaction of the Architect.

END OF SECTION 260500

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SECTION 260519 - CONDUCTORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Feeder and branch circuit wiring shall conform to the requirements of the NEC, and shall meet all relevant ASTM specifications.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Provide electrical wires, cables, and connectors of manufacturer's standard materials, as indicated by published product information; designed and constructed as recommended by manufacturer for a complete installation and for the application indicated. Except as otherwise indicated, provide copper conductors with a conductivity of not less than 98% at a temperature of 20°C (68°F). At the Contractor's option, conductors for circuits 100 amps and larger may be aluminum maintaining ampacity ratings of the copper conductors specified and providing larger conduits where required, including spare conduit capacity if same is indicated on the plans.
- B. Provide factory-fabricated wires of sizes, ampacity ratings, and materials for applications and services indicated. Where not indicated, provide proper wire selection as determined by installer to comply with project's installation requirements, the NEC, and NEMA standards. Select from the following UL types those wires with construction features which fulfill project requirements:
  - 1. Type RHH: For dry locations; max operating temperature 90°C (194°F). Insulation, heat-resistant rubber; outer covering, moisture-resistant, flame-retardant, nonmetallic covering; conductor, annealed copper, compressed stranded.
  - 2. Type RHW: For dry and wet locations; max operating temperature 75°C (167°F). Insulation, heat-resistant rubber; outer covering, moisture-resistant, flame-retardant, nonmetallic covering; conductor, annealed copper, compressed stranded.
  - 3. Type THWN or THHN: Max operating temperature not to exceed 90°C (194°F) (THHN) in dry locations, or 75°C (167°F) (THWN) in wet or dry locations. Insulation, flame-retardant, moisture- and heat-resistant, thermoplastic; outer covering, nylon jacket; conductor, annealed copper.

- 4. Type XHHW: For dry and wet locations; max operating temperature 90°C (194°F) for dry locations, and 75°C (167°F) for wet locations. Insulation, flame-retardant, cross-linked synthetic polymer; conductor, annealed copper.
- C. Wiring sizes #12 and #10 AWG shall be solid. Larger sizes may be stranded.
- D. Unless specified otherwise, power and lighting conductors shall be 600 volt, Type THWN/THHN, or XHHW.
- E. Where light fixtures require 90°C (194°F) conductors, provide only conductors with 90°C (194°F) insulation.
- F. Conductors shall be continuous from outlet to outlet with splices made only in pull boxes, junction boxes, and outlet boxes.
- G. Do not use wire smaller than #12 AWG for power or lighting wiring.
- H. Refer to other Division 26 specification sections for type and size of wiring for Class 1, 2, and 3 circuits (circuits under 120V).

### **PART 3 - EXECUTION**

#### **3.1 SPLICES**

- A. Splicing connectors must have a metal spring that is free to expand. The spring must be suitably coated to resist corrosion. Each connector size must be listed by UL for the intended purpose. The connectors must be suitably color coded to assure that the proper size is used on the wire combinations to be spliced. Each connector must be capable of withstanding 105°C ambient temperatures. The connectors must be compatible with all common rubber and thermoplastic wire insulations. They must also be capable of making copper-to-copper, copper-to-aluminum, and aluminum-to-aluminum splices. At the Contractor's option, self-strapping electrical tap connectors may be used in wire size and voltage range of the connector. When tape is required for splices, SCOTCHBRAND No. 33, or approved equal, shall be used. Use the plastic tape on PVC and its copolymers and rubber-based pressure-sensitive adhesive. The tape must be applicable at temperatures ranging from 0°F through 100°F without loss of physical or electrical properties. The tape must not crack, slip, or flag when exposed to various environments indoor or outdoor. The tape must also be compatible with all synthetic cable insulations as well as cable splicing compounds.
- B. Make splices in conductors #8 AWG and larger with solderless connectors, with molded composition covers.
- C. Connect conductor sizes #12 and #10 AWG with pre-insulated spring connectors rated at not less than 105°C. Connectors shall be UL approved for fixture and pressure work. Connectors shall be 3M CO. SCOTCHLOK, Type Y, R, and B, or approved equal.

- D. Join or terminate conductors #8 AWG and larger with pressure-type copper connectors and properly tape.
- E. All branch circuit, feeder, and control wiring shall be color coded. The color shall be integral with sheath for sizes #12, #10, and #8 AWG. Larger size wire and cable shall be color coded with a minimum 1/2" wide, colored, plastic tape strip. Place strips a minimum of 6" on center anywhere the conductors are accessible and visible. Wire and cable shall be color coded as follows.

<u>120/208-Volt System</u>	<u>277/480-Volt System</u>
Phase A - black	Phase A - brown
Phase B - red	Phase B - orange
Phase C - blue	Phase C - yellow
Neutral - white	Neutral - grey
Ground - green	Ground - green

- F. After all wiring is pulled and ready for operation but prior to placing systems in service, conduct insulation resistance tests in all feeder circuits. Measure the insulation resistance between conductors and between each conductor and ground. Make measurements with an instrument capable of making measurements at an applied potential of 500 Volts.
- G. Take readings after the voltage has been applied for a minimum of one minute. The minimum insulation resistance for circuits of #12 AWG conductors shall be 1,000,000 ohms. For circuits of #10 AWG or larger conductor, a resistance based on the allowable ampacity of the conductor shall be as follows:

25 through 50 Amperes	250,000 ohms
51 through 100 Amperes	100,000 ohms
101 through 200 Amperes	50,000 ohms
201 through 400 Amperes	25,000 ohms
401 through 800 Amperes	12,000 ohms
Over 800 Amperes	5,000 ohms

- H. Advise the Engineer if the color-coding provided by the utility company differs from that indicated above.

### 3.2 TEMPORARY WIRING

- A. Temporary wiring is not specified nor governed by this Division of the Specifications.

END OF SECTION 260519

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SECTION 260526 - GROUNDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Provide grounding for service, conduits, motor frames, metal casings, receptacles, and solid neutral, and as required by NEC Article 250. Resistance to ground at service shall not exceed 25 ohms.

PART 2 - PRODUCTS

2.1 GROUND WIRE

- A. Provide a green insulated ground wire, sized per the NEC, in all conduits, junction boxes, and pull boxes.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Connect grounding conductors to the panelboard equipment ground bus and not to the panelboard neutral bus. Also connect grounding bushings to the ground bus. Connect the neutral bus only to the system neutral wire. Provide a bonding wire between the equipment ground bus and the neutral bus in the main distribution equipment only. The grounding system (conduit, cabinets, enclosures, and grounding conductors) and the grounded system (neutral conductors and service equipment ground) shall be separate and independent systems, except at the main distribution equipment.
- B. Test resistance to ground and submit readings to the Architect for review. Include the date and time of the test and the name of the individual performing the test.

END OF SECTION 260526

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SECTION 260529 - SUPPORTING DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Extent of supports, anchors, sleeves, and seals is indicated in other Division 26 Sections.
- B. Types of supports, anchors, sleeves, and seals specified in this Section include the following:
  - C-clamps
  - I-beam clamps
  - One-hole conduit straps
  - Two-hole conduit straps
  - Round steel rods
  - Expansion anchors
  - Toggle bolts
  - Wall and floor seals
- C. Supports, anchors, sleeves, and seals furnished as part of factory-fabricated equipment are specified as part of equipment assembly in other Division 26 Sections.

1.3 QUALITY ASSURANCE

- A. Furnish supporting devices manufactured by firms regularly engaged in manufacture of supporting devices of types, sizes, and ratings required.
- B. Comply with the requirements of the NEC, as applicable to construction and installation of electrical supporting devices.
- C. Comply with applicable requirements of ANSI/NEMA FB1, "Fittings and Supports for Conduit and Cable Assemblies."
- D. Comply with NECA "Standard of Installation" pertaining to anchors, fasteners, hangers, supports, and equipment mounting.
- E. Provide electrical components which are UL-Listed and labeled.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURED SUPPORTING DEVICES**

- A. Provide supporting devices complying with manufacturer's standard materials, design, and construction in accordance with published product information and as required for a complete installation, and as herein specified. Where more than one type of device meets indicated requirements, selection is installer's option.
- B. Provide supporting devices of types, sizes, and materials required, and having the following construction features:
  - 1. Reducing Couplings: Steel rod reducing coupling, 1/2" by 5/8"; galvanized steel; approx. 16 pounds per 100 units.
  - 2. C-Clamps: Galvanized steel; 1/2" rod size; approx. 70 pounds per 100 units.
  - 3. I-Beam Clamps: Galvanized steel, 1-1/4" by 3/16" stock; 3/8" cross bolt; flange width 2"; approx. 52 pounds per 100 units.
  - 4. One-hole Conduit Straps: For supporting metal conduit through 3/4" galvanized steel; approx. 7 pounds per 100 units.
  - 5. Two-hole Conduit Straps: For supporting metal conduit above 3/4" galvanized steel; 3/4" strap width; and 2-1/8" between center of screw holes.
  - 6. Hexagon Nuts: For 1/2" rod size; galvanized steel; approx. 4 pounds per 100 units.
  - 7. Round Steel Rod: Galvanized steel; 1/2" dia.; approx. 67 pounds per 100 feet.
  - 8. Offset Conduit Clamps: For supporting 2" rigid metal conduit; galvanized steel; approx. 200 pounds per 100 units.
- C. Provide anchors of types, sizes, and materials required and having the following construction features:
  - 1. Expansion Anchors: 1/2"; approx. 38 pounds per 100 units.
  - 2. Toggle Bolts: Springhead; 3/16" by 4"; approx. 5 pounds per 100 units.
- D. Provide sleeves and seals of types, sizes, and materials required, and having the following construction features:
  - 1. Provide factory-assembled, watertight wall and floor seals suitable for sealing around conduit, pipe or tubing passing through concrete floors and concrete block walls. Construct with steel sleeves, malleable-iron body, neoprene sealing grommets and rings, metal pressure rings, pressure clamps and cap screws.
- E. Provide U-channel strut system for supporting electrical equipment, 16-gauge hot-dip galvanized steel of sizes required; construct with 9/16" dia. holes, 8" o.c. on top surface, and with the following fittings which mate and match with U-channel:
  - Fixture hangers
  - Channel hangers
  - End caps

Beam clamps  
Wiring stud  
Rigid conduit clamps  
Conduit hangers  
U-bolts

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION OF SUPPORTING DEVICES**

- A. Install hangers, anchors, sleeves, and seals as indicated in accordance with manufacturer's published instructions and with recognized industry practices to ensure supporting devices comply with the requirements of the NEC, NECA, and ANSI/NEMA for installation of supporting devices.
- B. Coordinate with other electrical work, including outlet box, raceway and wiring work, as necessary to interface installation of supporting devices with other work.
- C. Install hangers, supports, clamps, and attachments to support conduit and outlet boxes properly from building structure. Arrange for grouping of parallel runs of horizontal conduits to be supported together on trapeze-type hangers where possible. Install supports with maximum spacings indicated.
- D. Tighten sleeve seal nuts until sealing grommets have expanded to form watertight seal.

**END OF SECTION 260529**

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SECTION 260533 - RACEWAYS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Run all conduit concealed, except conduit may be run exposed in mechanical rooms, locations where specifically indicated, and spaces with exposed construction as approved by the Architect.
- B. Provide a conduit system complete with fittings and hangers as specified herein and as required by the NEC. Run all electrical wiring systems above 24 Volts in conduit unless specifically indicated otherwise.
- C. Install conduit as a complete system without wiring and continuous from outlet to outlet and from fitting to fitting, mechanically and electrically connected to all boxes, fittings, and wireways, and grounded in accordance with the NEC.
- D. Cap ends of all conduit promptly upon installation with plastic pipe caps. Caps shall remain until wiring is ready to be installed. Taping the ends of conduits is not acceptable.
- E. Size conduit to equal or exceed the minimum requirements of the NEC (except where sizes are specifically indicated on the drawings and in these specifications).
- F. Verify exact swing of doors, prior to installing conduit for switches. Coordinate switches with the Architect's plans, change orders, addenda, and job site differences and make the necessary adjustments to avoid conflicts at no additional cost.
- G. Coordinate the routing of conduit with other trades to avoid conflicts with structural members, piping, ductwork, and other job site conditions.
- H. When PVC conduit is used below grade, it shall be glued together in such a manner so as to make it watertight.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. Minimum size conduit shall be 1/2". Use larger sizes as required by the NEC to accommodate the number and sizes of wires contained therein.
- B. Conduit concealed in walls or above ceilings shall be rigid steel (GRS), electrical metallic tubing (EMT), or intermediate metallic conduit (IMC). Flexible steel conduit may be used above accessible ceilings only. Conduit installed below grade and under concrete floors and slabs shall be Schedule 40 PVC, unless otherwise indicated. Conduit run vertically through concrete and into wall cavities shall be GRS or IMC starting at 6" below the bottom of the slab. Where conduits turn up inside a wall cavity, IMC and GRS may be converted to EMT at 6" above the top of the concrete slab. No portion of the conduit radius shall be within the concrete slab.
- C. GRS, EMT and IMC shall be UL approved, hot-dip, high-strength, galvanized steel.
- D. Rigid PVC conduit shall be Schedule 40 (or Schedule 80 if required by the NEC), extruded from high-grade PVC compound and shall be light gray in color. Rigid PVC conduit shall be UL approved for direct burial and concrete encasement.
- E. Flexible steel conduit shall be galvanized, continuous spiral, single strip type. In areas subject to moisture, and where specifically indicated, flexible steel conduit shall have a plastic covering in accordance with NEC Article 350. Fittings shall be standard UL approved with ground connector. Watertight connectors shall be used with plastic-covered conduit. All flexible steel conduit installed in kitchens shall be plastic covered. The maximum length for flexible steel conduit is 72" unless as otherwise indicated.
- F. Conduit may not be run in the flutes of metal roof decking, and may not be attached to any part of metal roof decking.

## 2.2 FITTINGS

- A. All conduit entering or leaving panelboards, cabinets, outlet boxes, pull boxes, or junction boxes shall have lock nuts and bushings, except provide insulated throat connectors on EMT conduit 3/4" and 1". Rigid steel conduit shall have a lock nut both inside and outside of the enclosure entered. Install bushings on the ends of IMC conduit and EMT conduit larger than 1". Insulating bushings shall be OZ Type A for GRS and IMC, and Type B for EMT. Conduit entering enclosures through concentric knockouts shall have grounding-type bushings with copper bond wire to enclosure.
- B. Provide expansion fittings where conduits cross building expansion joints. Expansion fittings shall be OZ Type AX with OZ Type BJ bonding jumper. See Architectural drawings for location of expansion joints.
- C. Fittings for rigid conduit shall be threaded type, except where IMC changes to EMT above floor slab, fittings shall be threadless type.
- D. Fittings for EMT shall be UL-approved, steel set screw couplings.

**2.3 JUNCTION BOXES**

- A. Use junction boxes on exposed conduit work for changes in direction of conduit runs and breaking around beams and columns.
- B. Furnish covers and gaskets with the junction boxes where installed in damp or wet locations.
- C. Label all junction and pull box covers indicating the circuits contained therein in a manner that will prevent unintentional interference with circuits during testing and servicing. For example: "HE1-13." See Specification Section 260534 for labeling requirements.

**2.4 PIPE SLEEVES**

- A. Provide pipe sleeves where conduits larger than 2" pass through walls. Contractor shall be responsible for proper and permanent location. Conduit shall not be permitted to pass through footings, beams, or ribs, unless indicated and/or approved. Coordinate pipe sleeve locations with all other trades affected.
- B. Install pipe sleeves and properly secure in place with grout where conduit passes through masonry or concrete and at all fire-rated assemblies. Pipe sleeves shall be of a sufficient diameter to provide approximately 1/4" clearance all around the conduit. Fill void between conduit and sleeve with mineral wool to prevent sound transmission. Pipe sleeves in foundation walls shall be cast iron, 2" larger in diameter than the conduit installed. Pipe sleeves in walls, floors, and partitions shall be Schedule 40 black steel pipe. Extend sleeves above floor at least 1", pack space around conduit with fireproof material, and make watertight. Pipe sleeves passing through firewalls, smoke partitions, fire partitions, or floors shall be sealed with a UL-rated system appropriate for the specified rating.

**PART 3 - EXECUTION**

**3.1 INSTALLATION**

- A. Install conduit concealed in walls, below floor slabs, and above ceilings, except conduit may be run exposed in mechanical and electrical equipment rooms. Maintain a minimum clear distance of 6" from parallel runs of flues, steam, or hot water pipes. Do not run conduit horizontally in concrete slabs.
- B. Use flexible steel conduit (minimum 18" in length, maximum 72" in length) for connections to all motors, dry-type transformers, water heaters, and any equipment subject to vibration.
- C. Group conduit so it is uniformly spaced, where straight and at turns. Make bends and offsets (where unavoidable) with a hickey or bending machine.
- D. Ream GRS and IMC conduit after threading to remove all burrs.

- E. Securely fasten conduit to outlets, junction boxes, and pull boxes to affect firm electrical contact. Join conduit with approved couplings. Running threads are not allowed.
- F. Exercise care to avoid condensation pockets in the installations. Keep conduit, fittings, and boxes free from foreign matter of any kind, before, during, and after installation.
- G. Do not use EMT below grade, outdoors and in wet locations.
- H. Support exposed runs of conduit in accordance with N.E.C. 342, 344, 348, 350 and 358 and parallel or perpendicular to walls, structural members, or intersections of vertical planes and ceilings with right angle turns consisting of fittings or symmetrical bends. Support conduit within one foot of all changes in direction and on each side of the change.
- I. Supports shall be wall brackets, trapeze, strap hanger, or pipe straps, secured to hollow masonry with toggle bolts; to brick and concrete with expansion bolts; to metal surfaces with machine screws; and to wood with wood screws.
- J. Use explosive drive equipment to make connections where the use of this equipment is beneficial, and is subject to strict compliance with safety regulations and approved by the Owner.
- K. Wooden plugs inserted in masonry and the use of nails as fastening media are prohibited.
- L. Do not support conduit from lay in tile ceilings grids, ceiling grid hangers, or lay on ceiling tiles.
- M. Prime conduit with a surface conditioner "GalvaGrip" or approved equal and paint to match the surface on which attached. Conduit installed in mechanical and electrical rooms need not be painted.
- N. Install and support conduit from the underside of the upper chord in bar joist construction.
- O. Do not support conduit from or attach outlet or junction boxes to metal roof decks.
- P. Do not run conduit in the cavity of exterior walls between brick and CMU.
- Q. Seal openings in floors where conduits penetrate vertically through with a clear silicon sealant to prevent liquids and insects from passing through.
- R. Where conduits penetrate vertically through fire-rated floors, or walls seal the conduits with a UL-Listed, water-resistant firestop material with a rating equal to or greater than the rating of the penetrated floors.
- S. Metal conduit installed in earth shall be painted with two coats of bitumastic paint.

END OF SECTION 260533



SECTION 260534 - ELECTRICAL BOXES AND FITTINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

1.2 SCOPE OF WORK

- A. Furnish and install all junction boxes of a type and size applicable for use in the location indicated on the drawings and where required by the NEC.
- B. Exercise special care in the location of outlet and junction boxes in order that the hanging or recessing of light fixtures will not be obstructed by piping or ductwork installed by other trades. To this end, coordinate the work with representatives of the other trades involved and by reference to the architectural, structural, mechanical, plumbing and sprinkler drawings.

PART 2 - PRODUCTS

2.1 OUTLET BOXES

- A. Outlet boxes shall be sheet steel, zinc coated, or cadmium plated.
- B. Provide existing and new outlet boxes installed but not used, including data outlets, with blank coverplates matching those provided on adjacent outlets.
- C. Size boxes as follows:
  - 1. Switch and Receptacle Outlet Boxes: Provide single gang outlet boxes 1-1/2" deep unless required to be larger. Provide extra deep boxes where required.
  - 2. Fixture Outlets in Ceiling: 4" octagonal, minimum. Where required to accommodate larger conduit or a larger number of wires: 4-11/16" by 2-1/8" deep.
  - 3. One-piece multi-gang boxes for use where two or more switches or receptacles are located side by side: 2-1/8" deep. Sectionalized boxes will not be allowed.
  - 4. Where larger size boxes are required or called for, they shall be similar in all other respects to the types specified above.
- D. Boxes in new finished walls shall be flush mounted and have flush coverplates and proper type extension rings or plaster covers where required. Provide blank Series 302 stainless-

steel coverplates on boxes not scheduled to receive coverplates of an otherwise specified type.

- E. Provide boxes located above suspended ceilings with galvanized steel covers, with openings or knockouts as required for type of service.
- F. Boxes installed in concrete construction shall be galvanized concrete type at all locations except where conduit or cast-iron boxes are required for watertight or vaportight outlets.

## **2.2 PULL BOXES AND JUNCTION BOXES**

- A. Install pull boxes and junction boxes where required for changes in direction, at junction points, and where needed to facilitate wire pulling.
- B. Size boxes in accordance with the requirements of the NEC.
- C. Boxes shall be constructed of 12-gauge minimum hot-rolled sheet steel and shall be hot-dip galvanized inside and outside to match the conduit. Boxes shall have removable covers.
- D. Label the front face of the cover on each box with indelible black marker indicating the number of each circuit contained in or running through the box. In areas where exposed construction is the final finished condition and conduit and junction boxes are called out to be painted, label the inside face of the covers.

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- A. Check all door swings and coordinate with all furniture, built-in equipment, and cabinetry prior to roughing-in conduit and boxes for switches, receptacles, and auxiliary system devices. Make necessary adjustments in the location of same to avoid conflicts as approved by the Architect and at no additional cost to the Owner.
- B. Install all outlet boxes flush with wall or ceiling finish.
- C. Mounting heights of outlets in tile or unplastered masonry shall be varied plus or minus to the nearest block joint so the bottom or top of the box rests on a block joint. Install outlet boxes in the same space at the same height above finished floor unless indicated or required to be otherwise.
- D. Check the location of all wall outlets prior to roughing-in conduit to verify that the outlet will clear any wall fixtures, shelving, work tables, etc., that exist or will be installed. Make necessary adjustments in the location of wall outlets to avoid conflicts as approved by the Architect and at no additional cost to the Owner.

- E. Prior to roughing-in conduit, coordinate with other trades and the Owner regarding all equipment requiring electrical connections. Required adjustments to the conduit and wire sizes shall be made at no additional cost.
- F. Conduit installation shall be rigid and secure, and, where necessary, angle iron (1" by 1" by 1/4" or larger) shall be provided to facilitate adequate mounting.
- G. Install electrical boxes and fittings in accordance with manufacturer's published instructions, applicable requirements of the NEC and NECA "Standard of Installation," and in accordance with recognized industry practices to fulfill project requirements.
- H. Coordinate installation of electrical boxes and fittings with wire/cable, wiring devices, and raceway installation work.
- I. Provide "weatherproof-while-in-use" rated outlet covers for interior and exterior locations exposed to weather or moisture.
- J. Provide knockout closures to cap unused knockout holes where blanks have been removed in panel cans, terminal cabinet backboxes, junction boxes, outlet boxes and pull boxes.
- K. Install electrical boxes in those locations which ensure ready accessibility to enclosed electrical wiring.
- L. Do not install boxes back to back in walls. Provide not less than 6" (150 mm) separation. Thru-the-wall boxes may not be used.
- M. Position recessed outlet boxes accurately to allow for surface finish thickness.
- N. Set floor boxes level and flush with finish flooring material.
- O. Fasten electrical boxes firmly and rigidly to substrates or structural surfaces to which attached or solidly embed electrical boxes in concrete or masonry.
- P. Subsequent to installation of boxes, protect boxes from construction debris and damage.
- Q. Upon completion of installation work, properly ground all electrical boxes.
- R. Do not mount boxes to metal roof decking.

END OF SECTION 260534

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**SECTION 262726 - WIRING DEVICES AND DEVICE PLATES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1 Specification Sections, and Section 260100, "Electrical General Provisions," apply to this Section.

**1.2 SCOPE OF WORK**

- A. The extent of wiring device work is indicated by drawings and schedules. Wiring devices are defined as single discrete units of the electrical distribution systems which are intended to carry but not utilize electric energy.
- B. Types of electrical wiring devices in this Section include the following:
  - Receptacles
  - Ground-fault circuit interrupters
  - Switches
  - Cover plates
  - Plugs and Connectors
  - Floor Service Outlets
- C. Comply with the requirements of the NEC, as applicable to installation and wiring of electrical wiring devices.
- D. Comply with applicable requirements of UL 20, 486A, 498, 943, and 1472 pertaining to installation of wiring devices. Provide wiring devices which are UL-Listed and labeled.
- E. Comply with applicable portions of NEMA WD1, "General-purpose Wiring Devices, and WD5, "Wiring Devices, Specific Purposes."

**PART 2 - PRODUCTS**

**2.1 FABRICATED WIRING DEVICES**

- A. Provide factory-fabricated wiring devices in types and electrical ratings for applications indicated and which comply with NEMA WD1. Provide white colored-devices, except as otherwise indicated.

**2.2 RECEPTACLES**

- A. Duplex: Provide Industrial/Institutional, Specification-Grade, duplex receptacles, 2-pole, 3-wire, grounding, with green hexagonal equipment ground screw, single-piece brass mounting yoke with integral ground terminals, 20 amperes, 125 Volts, with metal plaster ears; designed for side and back wiring, with NEMA configuration 5-20R, unless otherwise indicated. LEVITON, or approved equal.
- B. Ground-fault Circuit Interrupters: Provide Industrial/Institutional, Specification-Grade, “feed-thru”-type ground-fault circuit interrupters, with heavy-duty duplex receptacles, capable of being installed in a 2-3/4" deep outlet box without adapter, grounding type UL-rated Class A, Group 1, rated 20 amperes, 120 Volts, 60 Hz; with solid-state ground-fault sensing and signaling; with 5 mA ground-fault trip level; equipped with NEMA configuration 5-20R. LEVITON or approved equal.
- C. Ground-fault Weather Resistant Circuit Interrupters; Provide Industrial/Institutional, Specification-Grade, “feed-thru”-type ground-fault circuit interrupters, with heavy-duty duplex receptacles, capable of being installed in a 2-3/4" deep outlet box without adapter, grounding type UL-rated Class A, Group 1, rated 20 amperes, 125 Volts, 60 Hz; with solid-state ground-fault sensing and signaling; with 5 mA ground-fault trip level; equipped with NEMA configuration 5-20R. LEVITON or approved equal.

## 2.3 SWITCHES

- A. Snap: Provide Specification-Grade, flush, single-pole toggle switches, 20 amperes, 120/277 Volts AC, with mounting yoke insulated from mechanism, equipped with plaster ears, switch handle, equipment grounding screw, and side-wired screw terminals. LEVITON 1221-2 Series, or approved equal. Provide for key operation where indicated on drawings.

## 2.4 WIRING DEVICE ACCESSORIES

- A. Cover plates: Provide stainless steel cover plates for single and combination wiring devices of types, sizes, and with ganging and cutouts as required. Provide metal screws for securing plates to devices; screw heads colored to match color of plates.
- B. Provide “Extra duty weatherproof-while-in-use” rated cover plates for receptacles installed outdoors where exposed to weather.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF WIRING DEVICES

- A. Install wiring devices where indicated in Contract Documents in accordance with manufacturer’s published instructions, applicable requirements of the NEC and NECA “Standard of Installation,” and in accordance with recognized industry practices to fulfill project requirements.

- B. Coordinate with other work, including painting, electrical boxes and wiring work, as necessary to interface installation of wiring devices with other work.
- C. Install wiring devices only in electrical boxes which are clean, free from building materials, dirt, and debris.
- D. Install wiring devices after wiring work is completed.
- E. Install cover plates after painting work is completed. Label the inside face of each cover plate with indelible black marker indicating the number of each circuit contained in or running through the outlet box.
- F. Tighten connectors and terminals, including screws and bolts, in accordance with equipment manufacturer's published torque tightening values for wiring devices. Where manufacturer's torqueing requirements are not indicated, tighten connectors and terminals to comply with tightening torques specified in UL 486A and UL 486B. Use properly scaled torque indicating hand tool.
- G. Terminate all switch and receptacle wiring on side screw terminals. Back terminations are not permitted.
- H. Install all switches and receptacles with sufficient wiring length such that the device may be extracted from the outlet box a minimum of 6" while still connected.

### 3.2 PROTECTION OF COVER PLATES AND RECEPTACLES

- A. Upon installation of cover plates and receptacles, take caution regarding use of convenience outlets. At time of Substantial Completion, replace all cover plates and receptacles which have been damaged; during the execution of this project; including those painted over, burned, or scored by faulty plugs.

### 3.3 GROUNDING

- A. Provide equipment grounding connections for wiring devices, unless otherwise indicated. Tighten connections to comply with tightening torques specified in UL 486A to assure permanent and effective grounding.

### 3.4 TESTING

- A. Prior to energizing circuitry, test wiring for electrical continuity and for short-circuits. Ensure proper polarity of connections is maintained. Subsequent to energization, test wiring devices to demonstrate compliance with requirements.

END OF SECTION 262726

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