

STATE OF DELAWARE  
OMB/DIVISION OF FACILITIES MANAGEMENT  
CONTRACT No.# MC0201000028A

SPECIFICATIONS  
FOR

**SUSSEX COUNTY COURTHOUSE –  
JUROR ENTRANCE ENCLOSURE**

**AT**

1 THE CIRCLE  
GEORGETOWN, DELAWARE 19947

PREPARED  
BY

R G ARCHITECTS, LLC.  
200 WEST MAIN STREET  
MIDDLETOWN, DELAWARE 19709  
RGA PROJECT NO. #22056

ISSUED FOR RE-BIDDING  
APRIL, 2025



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**SEALS PAGE**

## 1.1 DESIGNS PROFESSIONALS OF RECORD

SEAL

## A. ARCHITECT:

1. GERALD D. ROZANSKI, PRINCIPAL, AIA
2. (LICENSE #5995)
3. R G ARCHITECTS, LLC.
4. 200 W. MAIN STREET  
MIDDLETOWN, DE 19709
5. (302) 376-8100
6. Responsible for Division 00-32 Sections except  
where indicated as prepared by other design  
professionals of record.



## B. STRUCTURAL ENGINEER:

1. CHERIE MOORE
2. LICENSE # 14912
3. BAKER, INGRAM & ASSOCIATES
4. 1050 S. STATE STREET  
DOVER, DE 19901
5. (302) 734-7400
6. Responsible for Division 03, 05, & 31 Sections except  
where indicated as prepared by other design  
professionals of record.



## C. ELECTRICAL ENGINEER:

1. DAN CORDLE, P.E.
2. LICENSE #25061
3. DEDC, INC.
4. 315 SOUTH COLLEGE AVE  
NEWARK, DE 19711
5. (302) 738-7172
6. Responsible for Division 21 THRU 28 Sections except  
where indicated as prepared by other design  
professionals of record.

**END OF SECTION**

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**SECTION 00 11 16****INVITATION TO BID**

Sealed bids for **OMB/DFM Contract No. MC0201000028A – Sussex County Courthouse – Juror Entrance Enclosure**, will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, at 122 Martin Luther King Jr. Blvd. South, Dover, Delaware 19901 until 2:00PM local time on Thursday, June 12, 2025, at which time they will be publicly opened and read aloud in the Conference Room. Bidder bears the risk of late delivery. Any bids received after the stated time will be returned unopened.

Project involves, but is not limited to, construction of a weather protected structure for approximately fifty (50) people standing at the existing exterior juror's entrance and waiting area on the south side of the courthouse. The covered area shall provide adequate shade and ventilation in hot weather, and wind and rain protection in cold weather. A ceiling fan will circulate to promote air movement. The area will be ADA accessible. The existing ramp and steps will remain; however, new handrails and guardrails will be required.

A **MANDATORY** Pre-Bid Meeting will be held on Monday, May 19, 2025, at 10:00AM at the Sussex Maintenance Shop, 23708 Shortly Road, Georgetown, DE. 19947 for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each part to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Sealed bids shall be addressed to the Division of Facilities Management, 122 Martin Luther King Jr. Blvd. South, Dover, Delaware 19901. The outer envelope should clearly indicate: **"OMB/DFM CONTRACT NO. MC0201000028A – SUSSEX COUNTY COURTHOUSE – JUROR ENTRANCE ENCLOSURE - SEALED BID - DO NOT OPEN."**

Contract documents may be obtained at the office of **R G Architects, LLC** upon receipt of \$50.00 per set/non-refundable. Checks are to be made payable to "R G Architects, LLC" 200 West Main Street, Middletown, DE 19709".

Bidders will not be subject to discrimination on the basis of race, creed, color, sex, sexual orientation, gender identity or national origin in consideration of this award, and Minority Business Enterprises, Disadvantaged Business Enterprises, Women-Owned Business Enterprises and Veteran-Owned Business Enterprises will be afforded full opportunity to submit bids on this contract. Each bid must be accompanied by a bid security equivalent to ten percent of the bid amount and all additive alternates. The successful bidder must post a performance bond and payment bond in a sum equal to 100 percent of the contract price upon execution of the contract. The Owner reserves the right to reject any or all bids and to waive any informalities therein. The Owner may extend the time and place for the opening of the bids from that described in the advertisement, with not less than two calendar days notice by certified delivery, facsimile machine or other electronic means to those bidders receiving plans.

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**ARTICLE 1: GENERAL**

**1.1 DEFINITIONS**

1.1.1 Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

1.2 STATE: The State of Delaware.

1.3 AGENCY: Contracting State Agency as noted on cover sheet.

1.4 DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

1.5 BIDDING DOCUMENTS: Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bid, Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the Bid Form (including the Non-collusion Statement), and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, as well as the Drawings, Specifications (Project Manual) and all Addenda issued prior to execution of the Contract.

1.6 CONTRACT DOCUMENTS: The Contract Documents consist of the, Instructions to Bidders, Supplementary Instructions to Bidders (if any), General Conditions, Supplementary General Conditions, General Requirements, Special Provisions (if any), the form of agreement between the Owner and the Contractor, Drawings (if any), Specifications (Project Manual), and all addenda.

1.7 AGREEMENT: The form of the Agreement shall be AIA Document A101, Standard Form of Agreement between Owner and Contractor where the basis of payment is a STIPULATED SUM. In the case of conflict between the instructions contained therein and the General Requirements herein, these General Requirements shall prevail.

1.8 GENERAL REQUIREMENTS (or CONDITIONS): General Requirements (or conditions) are instructions pertaining to the Bidding Documents and to contracts in general. They contain, in summary, requirements of laws of the State; policies of the Agency and instructions to bidders.

1.9 SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the bidding documents and to the contract under consideration and are supplemental to the General Requirements. Should the Special Provisions conflict with the General Requirements, the Special Provisions shall prevail.

1.10 ADDENDA: Written or graphic instruments issued by the Owner/Architect prior to the execution of the contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.11 BIDDER OR VENDOR: A person or entity who formally submits a Bid for the material or Work contemplated, acting directly or through a duly authorized representative who meets the requirements set forth in the Bidding Documents.

1.12 SUB-BIDDER: A person or entity who submits a Bid to a Bidder for materials or labor, or both for a portion of the Work.

- 1.13 BID: A complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- 1.14 BASE BID: The sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids (if any are required to be stated in the bid).
- 1.15 ALTERNATE BID (or ALTERNATE): An amount stated in the Bid, where applicable, to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- 1.16 UNIT PRICE: An amount stated in the Bid, where applicable, as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- 1.17 SURETY: The corporate body which is bound with and for the Contract, or which is liable, and which engages to be responsible for the Contractor's payments of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.
- 1.18 BIDDER'S DEPOSIT: The security designated in the Bid to be furnished by the Bidder as a guaranty of good faith to enter into a contract with the Agency if the Work to be performed or the material or equipment to be furnished is awarded to him.
- 1.19 CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.
- 1.20 CONTRACTOR: Any individual, firm or corporation with whom a contract is made by the Agency.
- 1.21 SUBCONTRACTOR: An individual, partnership or corporation which has a direct contract with a contractor to furnish labor and materials at the job site, or to perform construction labor and furnish material in connection with such labor at the job site.
- 1.22 CONTRACT BOND: The approved form of security furnished by the contractor and his surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.
- 1.23 CUSTOM FABRICATION: As defined in 29 Del. C. § 6902, the term "custom fabrication" means the offsite fabrication, assembly, or other production of non-standard goods or materials, including components, fixtures or parts thereof, specifically for a public works project. Such goods and materials shall include those used in the following trades or systems: (1) Plumbing or pipe fitting systems, including heating, ventilating, air-conditioning, refrigeration systems, sheet metal or other duct systems; (2) Electrical systems; (3) Mechanical insulation work; (4) Ornamental iron work; and (5) Commercial signage that does not attempt or appear to direct the movement of traffic on highways or roadways or interfere with, imitate, or resemble any official traffic sign, signal or device.

## **ARTICLE 2: BIDDER'S REPRESENTATION**

### **2.1 PRE-BID MEETING**

- 2.1.1 A pre-bid meeting for this project will be held at the time and place designated. Attendance at this meeting is a pre-requisite for submitting a Bid, unless this requirement is specifically waived elsewhere in the Bid Documents.

2.2 By submitting a Bid, the Bidder represents that:

2.2.1 The Bidder has read and understands the Bidding Documents and that the Bid is made in accordance therewith.

2.2.2 The Bidder has visited the site, become familiar with existing conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

2.2.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.3 **JOINT VENTURE REQUIREMENTS**

2.3.1 For Public Works Contracts, each Joint Venturer shall be qualified and capable to complete the Work with their own forces.

2.3.2 Included with the Bid submission, and as a requirement to bid, a copy of the executed Joint Venture Agreement shall be submitted and signed by all Joint Venturers involved.

2.3.3 All required Bid Bonds, Performance Bonds, Material and Labor Payment Bonds must be executed by both Joint Venturers and be placed in both of their names.

2.3.4 All required insurance certificates shall name both Joint Venturers.

2.3.5 Both Joint Venturers shall sign the Bid Form.

2.3.6 Both Joint Venturers shall include their Federal E.I. Number with the Bid.

2.3.7 In the event of a mandatory Pre-bid Meeting, each Joint Venturer shall have a representative in attendance.

2.3.8 Due to exceptional circumstances and for good cause shown, one or more of these provisions may be waived at the discretion of the State.

2.4 **ASSIGNMENT OF ANTITRUST CLAIMS**

2.4.1 As consideration for the award and execution by the Owner of this contract, the Contractor hereby grants, conveys, sells, assigns and transfers to the State of Delaware all of its right, title and interests in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the Owner pursuant to this contract.

**ARTICLE 3: BIDDING DOCUMENTS**

3.1 **COPIES OF BID DOCUMENTS**

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the Architectural/Engineering firm designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein.

3.1.2 Bidders shall use complete sets of Bidding Documents for preparation of Bids. The issuing Agency nor the Architect assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.3 Any errors, inconsistencies or omissions discovered shall be reported to the Architect immediately.

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

## 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall report any errors, inconsistencies, or ambiguities discovered to the Architect.

3.2.2 Bidders or Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Architect at least seven days prior to the date for receipt of Bids. Interpretations, corrections and changes to the Bidding Documents will be made by written Addendum. Interpretations, corrections, or changes to the Bidding Documents made in any other manner shall not be binding.

3.2.3 The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specification compliance will be the responsibility of the Bidder.

3.2.4 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all permits, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.2.5 The Owner will bear the costs for all impact and user fees associated with the project.

## 3.3 SUBSTITUTIONS

3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of quality, required function, dimension, and appearance to be met by any proposed substitution. The specification of a particular manufacturer or model number is not intended to be proprietary in any way. Substitutions of products for those named will be considered, providing that the Vendor certifies that the function, quality, and performance characteristics of the material offered is equal or superior to that specified. It shall be the Bidder's responsibility to assure that the proposed substitution will not affect the intent of the design, and to make any installation modifications required to accommodate the substitution.

3.3.2 Requests for substitutions shall be made in writing to the Architect at least ten days prior to the date of the Bid Opening. Such requests shall include a complete description of the proposed substitution, drawings, performance and test data, explanation of required installation modifications due the substitution, and any other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval shall be final. The Architect is to notify Owner prior to any approvals.

3.3.3 If the Architect approves a substitution prior to the receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding.

3.3.4 The Architect shall have no obligation to consider any substitutions after the Contract award.

3.4 ADDENDA

3.4.1 Addenda will be mailed or delivered to all who are known by the Architect to have received a complete set of the Bidding Documents.

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

3.4.3 No Addenda will be issued later than 2 calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which extends the time or changes the location for the opening of bids.

3.4.4 Each bidder shall ascertain prior to submitting his Bid that they have received all Addenda issued, and shall acknowledge their receipt in their Bid in the appropriate space. Not acknowledging an issued Addenda could be grounds for determining a bid to be non-responsive.

**ARTICLE 4: BIDDING PROCEDURES**

4.1 PREPARATION OF BIDS

4.1.1 Submit the bids on the Bid Forms included with the Bidding Documents.

4.1.2 Submit the original Bid Form for each bid. Bid Forms may be removed from the project manual for this purpose.

4.1.3 Execute all blanks on the Bid Form in a non-erasable medium (typewriter or manually in ink).

4.1.4 Where so indicated by the makeup on the Bid Form, express sums in both words and figures, in case of discrepancy between the two, the written amount shall govern.

4.1.5 Interlineations, alterations or erasures must be initialed by the signer of the Bid.

4.1.6 BID ALL REQUESTED ALTERNATES AND UNIT PRICES, IF ANY. If there is no change in the Base Bid for an Alternate, enter "No Change". The Contractor is responsible for verifying that they have received all addenda issued during the bidding period. Work required by Addenda shall automatically become part of the Contract.

4.1.7 Make no additional stipulations on the Bid Form and do not qualify the Bid in any other manner.

4.1.8 Each copy of the Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any legal entity, and each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached, certifying agent's authority to bind the Bidder.

4.1.9 Bidder shall complete the Non-Collusion Statement form included with the Bid Forms and include it with their Bid.

4.1.10 In the construction of all Public Works projects for the State of Delaware or any agency thereof, preference in employment of laborers, workers or mechanics shall be given to bona



fide legal citizens of the State who have established citizenship by residence of at least 90 days in the State.

- 4.1.11 Each bidder shall include a signed Affidavit for the Bidder certifying compliance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects." "Large Public Works" is based upon the current threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

#### 4.2 BID SECURITY

- 4.2.1 All bids shall be accompanied by a deposit of either a good and sufficient bond to the agency for the benefit of the agency, with corporate surety authorized to do business in this State, the form of the bond and the surety to be approved by the agency, or a security of the bidder assigned to the agency, for a sum equal to at least 10% of the bid plus all add alternates, or in lieu of the bid bond a security deposit in the form of a certified check, bank treasurer's check, cashier's check, money order, or other prior approved secured deposit assigned to the State. The bid bond need not be for a specific sum, but may be stated to be for a sum equal to 10% of the bid plus all add alternates to which it relates and not to exceed a certain stated sum, if said sum is equal to at least 10% of the bid. The Bid Bond form used shall be the standard OMB form (attached).

- 4.2.2 The Agency has the right to retain the bid security of Bidders to whom an award is being considered until either a formal contract has been executed and bonds have been furnished or the specified time has elapsed so the Bids may be withdrawn or all Bids have been rejected.

- 4.2.3 In the event of any successful Bidder refusing or neglecting to execute a formal contract and bond within 20 days of the awarding of the contract, the bid bond or security deposited by the successful bidder shall be forfeited.

#### 4.3 SUBCONTRACTOR LIST

- 4.3.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, each Bidder shall submit with their Bid a completed List of Sub-Contractors included with the Bid Form. **NAME ONLY ONE SUBCONTRACTOR FOR EACH TRADE.** The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the Bidder will be using to perform the work and provide material for that subcontractor category. Should the Bidder's listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the Bidder shall list that third-tier contractor's full name and address (City & State). **If the Bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the Bidder intends to perform the work themselves, the Bidder **may not** insert "not applicable", "N/A", "self" or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (\*) next to any additional third-tier contractors, and submit it with your bid.
- 4.3.2 It is the responsibility of the Contractor to ensure that their Subcontractors are in compliance with the provisions of this law. Also, if a Contractor elects to list themselves as a Subcontractor for any category, they must specifically name themselves on the Bid Form

and be able to document their capability to act as Subcontractor in that category in accordance with this law.

4.4 AFFIDAVIT OF CONTRACTOR QUALIFICATIONS

- 4.4.1 In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, each Bidder shall submit with their Bid the Affidavit of Contractor Qualifications certifying that the Bidder will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term. After a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

4.5 AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

- 4.5.1 In accordance with Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code, contractors and subcontractors must provide craft training for journeyman and apprentice levels if all of the following apply:

- A. A project meets the prevailing wage requirement under Title 29, Chapter 69, Section 6960 of the Delaware Code.
- B. The contractor employs 10 or more total employees.
- C. The project is not a federal highway project

Failure to provide required craft training on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6962(c)(13) of the Delaware Code.

Bidders shall submit the Affidavit of Craft Training Compliance prior to contract execution.

4.6 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

- 4.6.1 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, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take affirmative action to ensure the applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

4.7 PREVAILING WAGE REQUIREMENT

- 4.7.1 Wage Provisions: For renovation and new construction projects whose costs exceed the thresholds contained in Delaware Code, Title 29, Section 6960, the minimum wage rates for various classes of laborers and mechanics shall be as determined by the Department of Labor, Division of Industrial Affairs of the State of Delaware.
- 4.7.2 The employer shall pay all mechanics and labors employed directly upon the site of work, or engaged in custom fabrication work, as that term is defined in Article 1.23 herein and as also as defined in 29 Del. C. § 6902 and described in 29 Del. C. § 6960(b), regardless of where the work is performed, unconditionally and not less often than once a week and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the specifications, regardless of any contractual relationship which may be alleged to exist between the employer and such laborers and mechanics.
- 4.7.3 As per 29 Del. C. § 6960(b), the scale of the wages to be paid must be posted by the employer in a prominent and easily accessible place at the site of the work. There may be withheld from the employer so much of accrued payments as may be considered necessary by the Department of Labor to pay laborers and mechanics employed by the employer the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and rates of wages received by such laborers and mechanics to be remitted to the Department of Labor for distribution upon resolution of any claims.
- 4.7.4 Every contract based upon these specifications shall contain a stipulation that sworn payroll information, as required by the Department of Labor, be furnished weekly. The Department of Labor shall keep and maintain the sworn payroll information for a period of 6 months from the last day of the work week covered by the payroll.
- 4.8 SUBMISSION OF BIDS
- 4.8.1 Enclose the Bid, the Bid Security, and any other documents required to be submitted with the Bid in a sealed opaque envelope. Address the envelope to the party receiving the Bids. Identify with the project name, project number, and the Bidder's name and address. If the Bid is sent by mail, enclose the sealed envelope in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof. The State is not responsible for the opening of bids prior to bid opening date and time that are not properly marked.
- 4.8.2 Deposit Bids at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bids. Bids received after the time and date for receipt of bids will be marked "LATE BID" and returned.
- 4.8.3 Bidder assumes full responsibility for timely delivery at location designated for receipt of bids.
- 4.8.4 Oral, telephonic or telegraphic bids are invalid and will not receive consideration.
- 4.8.5 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids, provided that they are then fully in compliance with these Instructions to Bidders.
- 4.9 MODIFICATION OR WITHDRAW OF BIDS
- 4.9.1 Prior to the closing date for receipt of Bids, a Bidder may withdraw a Bid by personal request and by showing proper identification to the Architect. A request for withdraw by letter or fax, if the Architect is notified in writing prior to receipt of fax, is acceptable. A fax directing a modification in the bid price will render the Bid informal, causing it to be ineligible for consideration of award. Telephone directives for modification of the bid price shall not be permitted and will have no bearing on the submitted proposal in any manner.

4.9.2 Bidders submitting Bids that are late shall be notified as soon as practicable and the bid shall be returned.

4.9.3 A Bid may not be modified, withdrawn or canceled by the Bidder during a thirty (30) day period following the time and date designated for the receipt and opening of Bids, and Bidder so agrees in submitting their Bid. Bids shall be binding for 30 days after the date of the Bid opening.

#### **ARTICLE 5: CONSIDERATION OF BIDS**

##### **5.1 OPENING/REJECTION OF BIDS**

5.1.1 Unless otherwise stated, Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids will be made available to Bidders.

5.1.2 The Agency shall have the right to reject any and all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

5.1.3 If the Bids are rejected, it will be done within thirty (30) calendar day of the Bid opening.

##### **5.2 COMPARISON OF BIDS**

5.2.1 After the Bids have been opened and read, the bid prices will be compared and the result of such comparisons will be made available to the public. Comparisons of the Bids may be based on the Base Bid plus desired Alternates. The Agency shall have the right to accept Alternates in any order or combination.

5.2.2 The Agency reserves the right to waive technicalities, to reject any or all Bids, or any portion thereof, to advertise for new Bids, to proceed to do the Work otherwise, or to abandon the Work, if in the judgment of the Agency or its agent(s), it is in the best interest of the State.

5.2.3 An increase or decrease in the quantity for any item is not sufficient grounds for an increase or decrease in the Unit Price.

5.2.4 The prices quoted are to be those for which the material will be furnished F.O.B. Job Site and include all charges that may be imposed during the period of the Contract.

5.2.5 No qualifying letter or statements in or attached to the Bid, or separate discounts will be considered in determining the low Bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into Unit Bid Price(s).

##### **5.3 DISQUALIFICATION OF BIDDERS**

5.3.1 An agency shall determine that each Bidder on any Public Works Contract is responsible before awarding the Contract. Factors to be considered in determining the responsibility of a Bidder include:

A. The Bidder's financial, physical, personnel or other resources including Subcontracts;

B. The Bidder's record of performance on past public or private construction projects, including, but not limited to, defaults and/or final adjudication or

admission of violations of the Prevailing Wage Laws in Delaware or any other state;

- C. The Bidder's written safety plan;
- D. Whether the Bidder is qualified legally to contract with the State;
- E. Whether the Bidder supplied all necessary information concerning its responsibility; and,
- F. Any other specific criteria for a particular procurement, which an agency may establish; provided however, that, the criteria be set forth in the Invitation to Bid and is otherwise in conformity with State and/or Federal law.

5.3.2 If an agency determines that a Bidder is nonresponsive and/or nonresponsible, the determination shall be in writing and set forth the basis for the determination. A copy of the determination shall be sent to the affected Bidder within five (5) working days of said determination.

5.3.3 In addition, any one or more of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of their Bid or Bids.

5.3.3.1 More than one Bid for the same Contract from an individual, firm or corporation under the same or different names.

5.3.3.2 Evidence of collusion among Bidders.

5.3.3.3 Unsatisfactory performance record as evidenced by past experience.

5.3.3.4 If the Unit Prices are obviously unbalanced either in excess or below reasonable cost analysis values.

5.3.3.5 If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite or ambiguous as to its meaning.

5.3.3.6 If the Bid is not accompanied by the required Bid Security and other data required by the Bidding Documents.

5.3.3.7 If any exceptions or qualifications of the Bid are noted on the Bid Form.

#### 5.4 ACCEPTANCE OF BID AND AWARD OF CONTRACT

5.4.1 A formal Contract shall be executed with the successful Bidder within twenty (20) calendar days after the award of the Contract.

5.4.2 Per Section 6962(d)(13)a., Title 29, Delaware Code, "The contracting agency shall award any public works contract within thirty (30) days of the bid opening to the lowest responsive and responsible Bidder, unless the Agency elects to award on the basis of best value, in which case the election to award on the basis of best value shall be stated in the Invitation To Bid. Any public school district and its board shall award public works contracts in accordance with this section's requirements except it shall award the contract within 60 days of the bid opening."

- 5.4.3 Each Bid on any Public Works Contract must be deemed responsive by the Agency to be considered for award. A responsive Bid shall conform in all material respects to the requirements and criteria set forth in the Contract Documents and specifications.
- 5.4.4 The Agency shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid, plus accepted Alternates.
- 5.4.5 The successful Bidder shall execute a formal contract, submit the required Insurance Certificate, and furnish good and sufficient bonds, unless specifically waived in the General Requirements, in accordance with the General Requirement, within twenty (20) days of official notice of contract award. The successful Bidder shall provide, at least two business days prior to contract execution, copies of the Employee Drug Testing Program for the Bidder and all listed Subcontractors. Bonds shall be for the benefit of the Agency with surety in the amount of 100% of the total contract award. Said Bonds shall be conditioned upon the faithful performance of the contract. Bonds shall remain in affect for period of two (2) years after the date of the Certificate of Final Payment.
- 5.4.6 If the successful Bidder fails to execute the required Contract, Bond and all required information, as aforesaid, within twenty (20) calendar days after the date of official Notice of the Award of the Contract, their Bid guaranty shall immediately be taken and become the property of the State for the benefit of the Agency as liquidated damages, and not as a forfeiture or as a penalty. Award will then be made to the next lowest qualified Bidder of the Work or readvertised, as the Agency may decide.
- 5.4.7 Each bidder shall supply with its bid its taxpayer identification number (i.e., federal employer identification number or social security number) and should the vendor be awarded a contract, such vendor shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.
- 5.4.8 The Bid Security shall be returned to the successful Bidder upon the execution of the formal contract. The Bid Securities of unsuccessful bidders shall be returned within thirty (30) calendar days after the opening of the Bids.

#### **ARTICLE 6: POST-BID INFORMATION**

- 6.1 CONTRACTOR'S QUALIFICATION STATEMENT
- 6.1.1 Bidders to whom an award of a Contract is under consideration shall, if requested by the Agency, submit a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a statement has been previously required and submitted.
- 6.2 Bidders to whom an award of a Contract has been made must produce their Delaware Business License before the Contract can be executed.

#### **ARTICLE 7: PERFORMANCE BOND AND PAYMENT BOND**

- 7.1 BOND REQUIREMENTS

- 7.1.1 The cost of furnishing the required Bonds, that are stipulated in the Bidding Documents, shall be included in the Bid.
- 7.1.2 If the Bidder is required by the Agency to secure a bond from other than the Bidder's usual sources, changes in cost will be adjusted as provide in the Contract Documents.
- 7.1.3 The Performance and Payment Bond forms used shall be the standard OMB forms (attached).
- 7.2 TIME OF DELIVERY AND FORM OF BONDS
- 7.2.1 The bonds shall be dated on or after the date of the Contract.
- 7.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix a certified and current copy of the power of attorney.

**ARTICLE 8: FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

- 8.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

**END OF SECTION**

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# BID FORM

SUSSEX COUNTY COUTHOUSE – JUROR ENTRANCE ENCLOSURE  
1 THE CIRCLE, GEORGETOWN, DELAWARE 19947  
CONTRACT #: MC0201000028A

**BID FORM**

I/We acknowledge Addendums numbered \_\_\_\_\_ and the price(s) submitted include any cost/schedule impact they may have.

This bid shall remain valid and cannot be withdrawn for thirty (30) days from the date of opening of bids (60 days for School Districts and Department of Education), and the undersigned shall abide by the Bid Security forfeiture provisions. Bid Security is attached to this Bid.

The Owner shall have the right to reject any or all bids, and to waive any informality or irregularity in any bid received.

This bid is based upon work being accomplished by the Sub-Contractors named on the list attached to this bid.

Should I/We be awarded this contract, I/We pledge to achieve substantial completion of all the work within \_\_\_\_\_ calendar days of the Notice to Proceed.

The undersigned represents and warrants that he has complied and shall comply with all requirements of local, state, and national laws; that no legal requirement has been or shall be violated in making or accepting this bid, in awarding the contract to him or in the prosecution of the work required; that the bid is legal and firm; that he has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding.

Upon receipt of written notice of the acceptance of this Bid, the Bidder shall, within twenty (20) calendar days, execute the agreement in the required form and deliver the Contract Bonds, and Insurance Certificates, required by the Contract Documents.

I am / We are an Individual / a Partnership / a Corporation

By \_\_\_\_\_ Trading as \_\_\_\_\_  
(Individual's / General Partner's / Corporate Name)  
\_\_\_\_\_  
(State of Corporation)

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Witness:** \_\_\_\_\_ **By:** \_\_\_\_\_  
(SEAL) ( Authorized Signature )  
\_\_\_\_\_  
( Title )  
**Date:** \_\_\_\_\_

**ATTACHMENTS**

Sub-Contractor List  
Non-Collusion Statement  
Affidavit of Employee Drug Testing Program  
Affidavit of Contractor Qualifications  
Bid Security  
(Others as Required by Project Manuals)

SUSSEX COUNTY COUTHOUSE – JUROR ENTRANCE ENCLOSURE  
1 THE CIRCLE, GEORGETOWN, DELAWARE 19947  
CONTRACT #: MC0201000028A

**BID FORM**

**SUBCONTRACTOR LIST**

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b of the Delaware Code, the following subcontractor listing must accompany any bid submittal. The bidder must list **in each category** the full name and address (City & State) of the sub-contractor that the bidder will be using to perform the work and provide material for that subcontractor category. Should the bidder’s listed subcontractor intend to provide any of their subcontractor category of work through a third-tier contractor, the bidder shall list that third-tier contractor’s full name and address (City & State). **If the bidder intends to perform any category of work itself, it must list its full name and address.** For clarification, if the bidder intends to perform the work themselves, the bidder **may not** insert “not applicable”, “N/A”, “self” or anything other than its own full name and address (City & State). To do so shall cause the bid to be rejected. In addition, the failure to produce a completed subcontractor list with the bid submittal shall cause the bid to be rejected. If you have more than three (3) third-tier contractors to report in any subcontractor category, print out additional page(s) containing the appropriate category, complete the rest of your list of third-tier contractors for that category, notate the addition in parentheses as (CONTINUATION) next to the subcontractor category and an asterisk (\*) next to any additional third-tier contractors, and submit it with your bid.

<u>Subcontractor Category</u>	<u>Subcontractor</u>	<u>Address (City &amp; State)</u>	<u>Subcontractors tax-payer ID # or Delaware Business license #</u>
1.			
A.			
B.			
C.			
2.			
A.			
B.			
C.			

SUSSEX COUNTY COUTHUSE – JUROR ENTRANCE ENCLOSURE  
1 THE CIRCLE, GEORGETOWN, DELAWARE 19947  
CONTRACT #: MC0201000028A

**BID FORM (Continued)**

3.			
A.			
B.			
C.			
4.			
A.			
B.			
C.			
5.			
A.			
B.			
C.			

SUSSEX COUNTY COUTHUSE – JUROR ENTRANCE ENCLOSURE  
1 THE CIRCLE, GEORGETOWN, DELAWARE 19947  
CONTRACT #: MC0201000028A

**BID FORM**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal submitted this date *(to the Office of Management and Budget, Division of Facilities Management)*.

All the terms and conditions of *MC0201000028A* have been thoroughly examined and are understood.

**NAME OF BIDDER:**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
(TYPED):**

\_\_\_\_\_

**AUTHORIZED REPRESENTATIVE  
(SIGNATURE):**

\_\_\_\_\_

**TITLE:**

\_\_\_\_\_

**ADDRESS OF BIDDER:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E-MAIL:**

\_\_\_\_\_

**PHONE NUMBER:**

\_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

SUSSEX COUNTY COUTHOUSE – JUROR ENTRANCE ENCLOSURE  
1 THE CIRCLE, GEORGETOWN, DELAWARE 19947  
CONTRACT #: MC0201000028A

**AFFIDAVIT  
OF  
EMPLOYEE DRUG TESTING PROGRAM**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors implement a program of mandatory drug testing for Employees who work on Large Public Works Contracts funded all or in part with public funds.

We hereby certify that we have in place or will implement during the entire term of the contract a Mandatory Drug Testing Program for our employees on the jobsite, including subcontractors, that complies with this regulation:

**Contractor/Subcontractor Name:** \_\_\_\_\_

**Contractor/Subcontractor Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

SUSSEX COUNTY COUTHOUSE – JUROR ENTRANCE ENCLOSURE  
1 THE CIRCLE, GEORGETOWN, DELAWARE 19947  
CONTRACT #: MC0201000028A

**AFFIDAVIT  
OF  
CONTRACTOR QUALIFICATIONS**

We hereby certify that we will abide by the contractor's qualifications outlined in the construction bid specifications for the duration of the contract term.

In accordance with Title 29, Chapter 69, Section 6962(d)(10)b.3 of the Delaware Code, after a contract has been awarded the successful bidder shall not substitute another subcontractor whose name was submitted on the Subcontractor Form except for the reasons in the statute and not without written consent from the awarding agency. Failure to utilize the subcontractors on the list will subject the successful bidder to penalties as outlined in the General Requirements Section 5.2 of the contract.

**Contractor Name:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Authorized Representative (typed or printed):** \_\_\_\_\_

**Authorized Representative (signature):** \_\_\_\_\_

**Title:** \_\_\_\_\_

Sworn to and Subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

My Commission expires \_\_\_\_\_. NOTARY PUBLIC \_\_\_\_\_.

**THIS PAGE MUST BE SIGNED AND NOTARIZED FOR YOUR BID TO BE CONSIDERED.**

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STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**BID BOND**

TO ACCOMPANY PROPOSAL  
(Not necessary if security is used)

KNOW ALL MEN BY THESE PRESENTS That: \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
\_\_\_\_\_ and State of \_\_\_\_\_ as **Principal**, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_  
and State of \_\_\_\_\_ as **Surety**, legally authorized to do business in the State of Delaware  
("State"), are held and firmly unto the **State** in the sum of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent not to exceed \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
of amount of bid on Contract No. **MC0201000028A**, to be paid to the **State** for the use and benefit of **State  
of Delaware OMB/DFM** for which payment well and truly to be made, we do bind ourselves, our and each  
of our heirs, executors, administrators, and successors, jointly and severally for and in the whole firmly by  
these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH That if the above bonded **Principal**  
who has submitted to the **State of Delaware OMB/DFM** a certain proposal to enter into this contract for the  
furnishing of certain material and/or services within the **State**, shall be awarded this Contract, and if said  
**Principal** shall well and truly enter into and execute this Contract as may be required by the terms of this  
Contract and approved by the **State of Delaware OMB/DFM** this Contract to be entered into within twenty  
days after the date of official notice of the award thereof in accordance with the terms of said proposal, then  
this obligation shall be void or else to be and remain in full force and virtue.

Sealed with \_\_\_\_\_ seal and dated this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two  
thousand and \_\_\_\_\_ (20\_\_\_\_).

SEALED, AND DELIVERED IN THE  
Presence of

\_\_\_\_\_  
Name of Bidder (Organization)

Corporate  
Seal

By:

\_\_\_\_\_  
Authorized Signature

Attest \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Surety

Witness: \_\_\_\_\_

By:

\_\_\_\_\_  
Title

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**SECTION 00 52 13**

**STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR  
A101-2017**

The contract to be utilized on this project shall be the "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2017, including AIA Document A101 – 2017 Exhibit A, as well as Supplements to A101-2017 and Exhibit A and the State of Delaware's General Requirements.

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# DRAFT AIA® Document A101™ – 2017

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

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

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »  
« »

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

« »  
« »  
« »

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

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

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

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

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

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

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
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## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

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

☐

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

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

#### § 3.3 Substantial Completion

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

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

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

[ « » ] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

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

Item	Units and Limitations	Price per Unit (\$0.00)

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

« »

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

« »

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

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

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » ( « » ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

« »



§ 5.1.7.1.1 The following items are not subject to retainage:  
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« »

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

« »

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

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

## § 5.2 Final Payment

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

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

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

« »

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

« » % « »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

« »

« »

« »

« »

## § 6.2 Binding Dispute Resolution

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

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

☐

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

## ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)*

☐

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

## ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

*(Name, address, email address, and other information)*

☐

☐

☐

☐

☐

☐

§ 8.3 The Contractor’s representative:

*(Name, address, email address, and other information)*

☐

☐

☐

☐

☐

☐

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

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

« »

[ « » ] The Sustainability Plan:

Title	Date	Pages

[ « » ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

« »

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

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

« »« »

\_\_\_\_\_  
(Printed name and title)

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

« »« »

\_\_\_\_\_  
(Printed name and title)



# AIA Document A101® – 2017 Exhibit A

## Insurance and Bonds

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

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

**THE OWNER:**  
(Name, legal status and address)

**THE CONTRACTOR:**  
(Name, legal status and address)

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

### TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

#### ARTICLE A.1 GENERAL

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

#### ARTICLE A.2 OWNER'S INSURANCE

##### § A.2.1 General

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

##### § A.2.2 Liability Insurance

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

##### § A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's



property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

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

*(Indicate below the cause of loss and any applicable sub-limit.)*

**Cause of Loss**

**Sub-Limit**

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

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

**Coverage**

**Sub-Limit**

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

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

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

**§ A.2.3.3 Insurance for Existing Structures**

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

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- ☐ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

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



☐ **§ A.2.5.2 Other Insurance**

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

**Coverage**

**Limits**

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

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

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

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

**§ A.3.2 Contractor's Required Insurance Coverage**

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

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than \_\_\_\_\_ ( \$ ) each occurrence, \_\_\_\_\_ ( \$ ) general aggregate, and \_\_\_\_\_ ( \$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to, or destruction of, tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.



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

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

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

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

**§ A.3.2.5** Workers' Compensation at statutory limits.

**§ A.3.2.6** Employers' Liability with policy limits not less than \_\_\_\_\_ ( \$ ) each accident, \_\_\_\_\_ ( \$ ) each employee, and \_\_\_\_\_ ( \$ ) policy limit.

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

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

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

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

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

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



### § A.3.3 Contractor's Other Insurance Coverage

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

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

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

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

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

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

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than \_\_\_\_\_ ( \$ ) per claim and \_\_\_\_\_ ( \$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than \_\_\_\_\_ ( \$ ) per claim and \_\_\_\_\_ ( \$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- ☐ § A.3.3.2.6 Other Insurance  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage

Limits

#### § A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

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

#### ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 00 54 13****SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-2017**

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

**ARTICLE 3: DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 Delete paragraph 3.1 in its entirety and replace with the following:

"The date of Commencement of the Work shall be a date set forth in a notice to proceed issued by the Owner."

**ARTICLE 5: PAYMENTS**

5.1 PROGRESS PAYMENTS

5.1.3 Delete paragraph 5.1.3 in its entirety and replace with the following:

"Provided that a valid Application for Payment is received by the Architect that meets all requirements of the Contract, payment shall be made by the Owner not later than 30 days after the Owner receives the valid Application for Payment."

5.3 Insert the interest rate of "1% per month not to exceed 12% per annum."

**ARTICLE 6: DISPUTE RESOLUTION**

6.2 BINDING DISPUTE RESOLUTION

Check the box "Other" – and add the following sentence:

"Any remedies available in law or in equity."

**ARTICLE 7: TERMINATION or SUSPENSION**

7.1.1.1 Delete paragraph 7.1.1.1 in its entirety.

**ARTICLE 8: MISCELLANEOUS PROVISIONS**

8.4 Delete paragraph 8.4 in its entirety and replace with the following:

"The Contractor's representative shall not be changed without ten days written notice to the Owner."

**END OF SECTION**

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**SECTION 00 54 14****SUPPLEMENT TO A101-2017 – EXHIBIT A - INSURANCE & BONDS**

The following supplements modify the "Standard Form of Agreement Between Owner and Contractor," AIA Document A101-2017 Exhibit A Insurance and Bonds. Where a portion of the Standard Form of Agreement is modified or deleted by the following, the unaltered portions of the Standard Form of Agreement shall remain in effect.

**ARTICLE A.2 OWNER'S INSURANCE****A.2.1 General**

Delete paragraph A.2.1 in its entirety.

**A.2.2 Liability Insurance**

Delete paragraph A.2.2 in its entirety, except in the case of school projects this paragraph shall remain.

**A.2.3 Required Property Insurance**

Delete paragraph A.2.3 in its entirety.

**A.2.4 Optional Extended Property Insurance**

Delete paragraph A.2.4 in its entirety.

**A.2.5 Other Optional Insurance**

Delete paragraph A.2.5 in its entirety.

**ARTICLE A.3 CONTRACTORS INSURANCE AND BONDS****A.3.1.1 Strike the last sentence of the paragraph.****A.3.1.3 Additional Insured Obligations**

In the first sentence after "coverage to include (1)" delete "(1) the Owner,".

Strike the remainder of the first sentence beginning at the semicolon "; and (2) the Owner" through the end of the sentence.

Delete the second sentence in its entirety.

**A.3.2.2.1** Insert "\$1,000,000.00" in the blank for each occurrence.  
Insert "\$3,000,000.00" in the blank for general aggregate.  
Insert "\$3,000,000.00" in the blank for aggregate for products-completed operations hazard.

**A.3.2.3** Insert "\$1,000,000.00" in the blank for per accident.

**A.3.2.6** Insert "\$500,000.00" in the blank for each accident.  
Insert "\$500,000.00" in the blank for each employee.  
Insert "\$500,000.00" in the blank for policy limit.

A.3.2.8 Insert "\$1,000,000.00" in the blank for per claim.  
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.9 Insert "\$1,000,000.00" in the blank for per claim.  
Insert "\$3,000,000.00" in the blank for in the aggregate.

A.3.2.10 Insert "\$2,000,000.00" in the blank for per claim.  
Insert "\$4,000,000.00" in the blank for in the aggregate.

A.3.2.11 Strike in its entirety.

A.3.2.12 Strike in its entirety.

A.3.3.2.1 Delete paragraph 3.3.2.1 in its entirety

A.3.3.2.2 Strike in its entirety.

A.3.3.2.3 Insert "\$1,000,000.00" in the blanks for per claim.  
Insert "\$3,000,000.00" in the blanks for in the aggregate.

A.3.4 Insert the actual contract price in both the Payment Bond and the Performance Bond Penal Sum blanks. It must be 100% of the contract price.

Strike the last sentence in this section and replace with "Payment and Performance Bonds shall be in the standard form issued by the Delaware Office of Management and Budget."

## **END OF SECTION**



STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PERFORMANCE BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (**"Principal"**), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (**"Surety"**), are held and firmly bound unto the **State of Delaware OMB/DFM** in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. **MC0201000028A** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Contract"), which Contract is incorporated herein by reference, shall well and truly provide and furnish all materials, appliances and tools and perform all the work required under and pursuant to the terms and conditions of the Contract and the Contract Documents (as defined in the Contract) or any changes or modifications thereto made as therein provided, shall make good and reimburse **Owner** sufficient funds to pay the costs of completing the Contract that **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, hereby stipulates and agrees, if requested to do so by **Owner**, to fully perform and complete the work to be performed under the Contract pursuant to the terms, conditions and covenants thereof, if for any cause **Principal** fails or neglects to so fully perform and complete such work.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

_____	By: _____(SEAL)
Name:	Name:
	Title:
(Corporate Seal)	

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

_____	By: _____(SEAL)
Name:	Name:
	Title:
(Corporate Seal)	

STATE OF DELAWARE  
OFFICE OF MANAGEMENT AND BUDGET

**PAYMENT BOND**

Bond Number: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_, as principal (“**Principal**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation, legally authorized to do business in the State of Delaware, as surety (“**Surety**”), are held and firmly bound unto the **State of Delaware OMB/DFM** in the amount of \_\_\_\_\_ (\$\_\_\_\_\_), to be paid to **Owner**, for which payment well and truly to be made, we do bind ourselves, our and each and every of our heirs, executors, administrations, successors and assigns, jointly and severally, for and in the whole firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if **Principal**, who has been awarded by **Owner** that certain contract known as Contract No. **MC0201000028A** dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Contract”), which Contract is incorporated herein by reference, shall well and truly pay all and every person furnishing materials or performing labor or service in and about the performance of the work under the Contract, all and every sums of money due him, her, them or any of them, for all such materials, labor and service for which **Principal** is liable, shall make good and reimburse **Owner** sufficient funds to pay such costs in the completion of the Contract as **Owner** may sustain by reason of any failure or default on the part of **Principal**, and shall also indemnify and save harmless **Owner** from all costs, damages and expenses arising out of or by reason of the performance of the Contract and for as long as provided by the Contract; then this obligation shall be void, otherwise to be and remain in full force and effect.

**Surety**, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of **Surety** and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition or change in or to the Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due thereunder; and **Surety** hereby waives notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to **Surety** as though done or omitted to be done by or in relation to **Principal**.

**Surety** hereby stipulates and agrees that no modifications, omission or additions in or to the terms of the Contract shall in any way whatsoever affect the obligation of **Surety** and its bond.

Any proceeding, legal or equitable, under this Bond may be brought in any court of competent jurisdiction in the State of Delaware. Notices to **Surety** or Contractor may be mailed or delivered to them at their respective addresses shown below.

IN WITNESS WHEREOF, **Principal** and **Surety** have hereunto set their hand and seals, and such of them as are corporations have caused their corporate seal to be hereto affixed and these presents to be signed by their duly authorized officers, the day and year first above written.

PRINCIPAL

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_(SEAL)

Name:

Title:

SURETY

Name: \_\_\_\_\_

Witness or Attest: Address: \_\_\_\_\_

\_\_\_\_\_  
Name:

(Corporate Seal)

By: \_\_\_\_\_(SEAL)

Name:

Title:

**SECTION 00 62 76**

**APPLICATION AND CERTIFICATE FOR PAYMENT G702 & G703 - 1992**

Application is made for payments in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

**END OF SECTION**

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## Application and Certificate for Payment

TO OWNER: PROJECT: APPLICATION NO: 001  
 FROM CONTRACTOR: VIA ARCHITECT: PERIOD TO: OWNER: ☐  
 CONTRACT FOR: General Construction ARCHITECT: ☐  
 CONTRACT DATE: CONTRACTOR: ☐  
 PROJECT NOS: / / FIELD: ☐  
 OTHER: ☐

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM ..... \$ 0.00
2. Net change by Change Orders ..... \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2) ..... \$ 0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) ..... \$ 0.00

5. RETAINAGE:
  - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
  - b. 0 % of Stored Material (Column F on G703) \$ 0.00

Total Retainage (Lines 5a + 5b or Total in Column I of G703) ..... \$ 0.00

6. TOTAL EARNED LESS RETAINAGE ..... \$ 0.00  
 (Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
 (Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 0.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 0.00
<b>TOTALS</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
NET CHANGES by Change Order		\$ 0.00

### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

# AIA<sup>®</sup> Document G703<sup>™</sup> - 1992

## Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 001

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)		E THIS PERIOD COMPLETED	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	GRAND TOTAL								



**SECTION 00 72 13**

**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION  
A201 - 2017**

The General Conditions of this Contract are as stated in the American Institute of Architects Document AIA A201 (2017 Edition) entitled General Conditions of the Contract for Construction as revised by the Supplementary General Conditions and is part of this project manual as if herein written in full.

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# AIA<sup>®</sup> Document A201<sup>™</sup> – 2017

## *General Conditions of the Contract for Construction*

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

THE OWNER:  
(Name, legal status and address)

THE ARCHITECT:  
(Name, legal status and address)

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503<sup>™</sup>, Guide for Supplementary Conditions.

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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 or proposal requirements.

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

### § 1.2 Correlation and Intent of the Contract Documents

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

#### § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining

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provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building

information model, and each of their agents and employees.

## ARTICLE 2 OWNER

### § 2.1 General

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

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

### § 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

### § 2.3 Information and Services Required of the Owner

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

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

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

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the

site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

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

capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### § 3.3 Supervision and Construction Procedures

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

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

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

### § 3.4 Labor and Materials

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

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

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

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes



remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

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

### **§ 3.6 Taxes**

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

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

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

1. allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
2. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and



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

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

### § 3.9 Superintendent

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

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

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

### § 3.10 Contractor's Construction and Submittal Schedules

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

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

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

### § 3.11 Documents and Samples at the Site

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

### § 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

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

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

time and in the form specified by the Architect.

### § 3.13 Use of Site

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

### § 3.14 Cutting and Patching

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

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

### § 3.15 Cleaning Up

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

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

### § 3.16 Access to Work

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

### § 3.17 Royalties, Patents and Copyrights

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

### § 3.18 Indemnification

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

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

## ARTICLE 4 ARCHITECT

### § 4.1 General

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

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

### § 4.2 Administration of the Contract

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

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

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

### § 4.2.4 Communications

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

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

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

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

Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate



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

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

## § 6.2 Mutual Responsibility

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

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

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

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

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

## § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The



Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

#### § 8.2 Progress and Completion

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

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

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

#### § 8.3 Delays and Extensions of Time

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

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

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

### ARTICLE 9 PAYMENTS AND COMPLETION

#### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable

by the Owner to the Contractor for performance of the Work under the Contract Documents.

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

## **§ 9.2 Schedule of Values**

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

## **§ 9.3 Applications for Payment**

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

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

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

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

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

## **§ 9.4 Certificates for Payment**

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

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The

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

#### **§ 9.5 Decisions to Withhold Certification**

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

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

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

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

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

#### **§ 9.6 Progress Payments**

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

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

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

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers

to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

#### § 9.7 Failure of Payment

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

#### § 9.8 Substantial Completion

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

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

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

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

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

#### § 9.9 Partial Occupancy or Use

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

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

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

#### § 9.10 Final Completion and Final Payment

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

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

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

constitute a waiver of Claims.

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

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

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

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

### § 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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



#### **§ 10.2.8 Injury or Damage to Person or Property**

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

#### **§ 10.3 Hazardous Materials and Substances**

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

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

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

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

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

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

#### **§ 10.4 Emergencies**

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

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

#### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the

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

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

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

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

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The



Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

#### **§ 11.5 Adjustment and Settlement of Insured Loss**

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

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

Contractor's expense.

#### § 12.2.2 After Substantial Completion

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

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

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

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

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

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

#### § 12.3 Acceptance of Nonconforming Work

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

### ARTICLE 13 MISCELLANEOUS PROVISIONS

#### § 13.1 Governing Law

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

#### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

### § 13.4 Tests and Inspections

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

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

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

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

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

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

### § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

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

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

#### § 14.4 Termination by the Owner for Convenience

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

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

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

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

### ARTICLE 15 CLAIMS AND DISPUTES

#### § 15.1 Claims

##### § 15.1.1 Definition

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

##### § 15.1.2 Time Limits on Claims

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

##### § 15.1.3 Notice of Claims

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

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

##### § 15.1.4 Continuing Contract Performance

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

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

##### § 15.1.5 Claims for Additional Cost

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

##### § 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section

15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

#### § 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

#### § 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

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

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

### § 15.4 Arbitration

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

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

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly

consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

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

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

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



**SECTION 00 73 13****SUPPLEMENTARY GENERAL CONDITIONS A201-2017**

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

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**ARTICLE 1: GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

**1.1.1 THE CONTRACT DOCUMENTS**

Strike the last sentence of Section 1.1.1 in its entirety and replace with the following:

“The Contract Documents also include Advertisement for Bid, Instructions to Bidder, sample forms, the Bid Form, the Contractor’s completed Bid and the Award Letter.”

Add the following Section:

“1.1.1.1 In the event of conflict or discrepancies among the Contract Documents, the Documents prepared by the State of Delaware, Division of Facilities Management shall take precedence over all other documents.”

**1.1.8 INITIAL DECISION MAKER**

Strike the last sentence of Section 1.1.8 in its entirety and add the following to the end of the remaining sentence:

“ and certify termination of the Agreement under Section14.2.2.”

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

**1.2.1.1** Insert “if possible” at the end of the second sentence.

Add the following Sections:

“1.2.4 In the case of an inconsistency between the Drawings and the Specifications, or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect’s interpretation.”

“1.2.5 The word “PROVIDE” as used in the Contract Documents shall mean “FURNISH AND INSTALL” and shall include, without limitation, all labor, materials, equipment, transportation, services and other items required to complete the Work.”

“1.2.6 The word “PRODUCT” as used in the Contract Documents means all materials, systems and equipment.”

**1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

Strike Section 1.5.1 in its entirety and replace with the following:

“All pre-design studies, drawings, specifications and other documents, including those in electronic form, prepared by the Architect under this Agreement are, and shall remain, the property of the Owner whether the Project for which they are made is executed or not. Such documents may be used by the Owner to construct one or more like Projects without the approval of, or additional compensation to, the Architect. The Contractor, Subcontractors, Sub-subcontractors, and Material or Equipment Suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect and the Architect’s consultants appropriate to and for use in the execution of their Work under the Contract Documents. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or Material and Equipment Supplier 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 Architect's consultants.

The Architect shall not be liable for injury or damage resulting from the re-use of drawings and specifications if the Architect is not involved in the re-use Project. Prior to re-use of construction documents for a Project in which the Architect is not also involved, the Owner will remove from such documents all identification of the original Architect, including name, address and professional seal or stamp."

Strike Section 1.5.2 in its entirety.

#### 1.7 DIGITAL DATA USE AND TRANSMISSION

Strike Section 1.7 in its entirety and replace with the following:

"The parties shall agree upon protocols governing transmission and use of Instruments of Service or any other information or documentation in digital form."

#### 1.8 BUILDING INFORMATION MODELS USE AND RELIANCE

Strike Section 1.8 in its entirety.

### ARTICLE 2: OWNER

#### 2.2 EVIDENCE OF THE OWNERS FINANCIAL ARRANGEMENTS

Strike Section 2.2 in its entirety.

#### 2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

##### 2.3.3 Strike 2.3.3 in its entirety.

##### 2.3.4 Add the following sentence at the end of the paragraph:

"The Contractor, at their expense shall bear the costs to accurately identify the location of all underground utilities in the area of their excavation and shall bear all cost for any repairs required, out of failure to accurately identify said utilities."

Strike Section 2.3.6 in its entirety and replace with the following:

"2.3.6 The Contractor shall be furnished free of charge (1) electronic set of the Drawings and Project Manuals. Additional sets will be furnished at the cost of reproduction, postage and handling."

#### 2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

Add ", except as outlined in Section 3.15" after the reference to "Article 15" at the end of the last sentence of the Section.

### ARTICLE 3: CONTRACTOR

#### 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

##### 3.2.2 Add "and Owner" after "report to the Architect" in the second sentence.

3.2.4 Strike "subject to Section 15.1.7" in the second sentence.

3.2.4 Strike the third sentence.

### 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Add the following Sections:

"3.3.2.1 The Contractor shall immediately remove from the Work, whenever requested to do so by the Owner, any person who is considered by the Owner or Architect to be incompetent or disposed to be so disorderly, or who for any reason is not satisfactory to the Owner, and that person shall not again be employed on the Work without the consent of the Owner or the Architect."

"3.3.4 The Contractor must provide suitable storage facilities at the Site for the proper protection and safe storage of their materials, or as otherwise identified by the specifications. Consult the Owner and the Architect before storing any materials."

"3.3.5 When any room is used as a shop, storeroom, office, etc., by the Contractor or Subcontractor(s) during the construction of the Work, the Contractor making use of these areas will be held responsible for any repairs, patching or cleaning arising from such use."

### 3.4 LABOR AND MATERIALS

Add the Following Sections:

"3.4.4 Before starting the Work, each Contractor shall carefully examine all preparatory Work that has been executed to receive their Work. Check carefully, by whatever means are required, to insure that its Work and adjacent, related Work, will finish to proper contours, planes and levels. Promptly notify the Architect & Owner of any defects or imperfections in preparatory Work which will in any way affect satisfactory completion of its Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects will not be recognized."

"3.4.5 Under no circumstances shall the Contractor's Work proceed prior to preparatory Work having been completely cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with the Contractor responsible for that Work, who shall maintain coordination at all times."

### 3.5 WARRANTY

Add the following Sections:

"3.5.3 The Contractor will guarantee all materials and workmanship against original defects, except injury from proper and usual wear when used for the purpose intended, for two years after Acceptance by the Owner, and will maintain all items in perfect condition during the period of warranty."

"3.5.4 Defects appearing during the period of warranty will be made good by the Contractor at his expense upon demand of the Owner, it being required that all work will be in perfect condition when the period of warranty will have elapsed."

"3.5.5 Upon notification by the Owner of a defect covered by the Contractor's warranty, the Contractor shall respond within 4 hours of the notification."

"3.5.6 In addition to the General Warranty there are other warranties required for certain items for different periods of time than the two years as above, and are particularly so stated in that part of the

specifications referring to same. The said warranties will commence at the same time as the General Warranty.”

“3.5.7 If the Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner will have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor’s expense.”

### 3.8 ALLOWANCES

Add the following Section:

“3.8.1.1 For costs to be covered under a project allowance, (included in the schedule of values) the Contractor shall submit a summary of those costs anticipated and an Allowance Access Authorization Form to the Architect and Owner, reflecting the projected costs. The Allowance Access Authorization Form must be signed by the Owner prior to initiating any work associated with the allowance.”

### 3.10 CONTRACTOR’S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.1 Add “estimated” after “and the” and before “date of” in the second sentence.

3.10.2 Strike “and thereafter as necessary to maintain a current submittal schedule” in the first sentence.

### 3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add the following Sections:

“3.11.1 During the course of the Work, the Contractor shall maintain a record set of drawings on which the Contractor shall mark the actual physical location of all piping, valves, equipment, conduit, outlets, access panels, controls, actuators, including all appurtenances that will be concealed once construction is complete, etc., including all invert elevations.”

“3.11.2 At the completion of the project, the Contractor shall obtain a set of the conformed contract drawings from the Architect, and neatly transfer all information outlined in 3.11.1 to provide a complete record of the as-built conditions.”

“3.11.3 Upon completion of the work noted in 3.11.2 the contractor shall schedule a meeting with the Architect/Engineer and Owner to review the final record drawings and closeout documents prior to submission. After this meeting the Contractor shall make adjustments per the review, and submit one (1) original markup and (2) copies of the red line drawings (as-built conditions, to the Owner and one (1) print to the Architect. In addition, attach one complete set of the as-built documents to each of the Operating and Maintenance Instructions/Manuals. The Contractor will include (2) USB drives, each containing all “red line drawings (as-built) and Closeout Documents properly tabbed in accordance with closeout requirements as defined elsewhere in the contract documents.”

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.10.2 Strike “If the Contract Documents require” from the beginning of the sentence.

3.12.10.2 Strike “to” between “professional” and certify” and replace with “shall”.

3.17 Insert “indemnify and” between “shall” and “hold” in the second sentence.

## ARTICLE 4: ADMINISTRATION OF THE CONTRACT

### 4.2 ADMINISTRATION OF THE CONTRACT

4.2.7 Strike the first sentence and replace with the following:

"The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents."

4.2.7 Strike the second sentence and replace with the following:

"The Architect's action will be taken with such reasonable promptness as to cause no delay in the Work in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Owner's professional judgment to permit adequate review."

Add the following Section:

"4.2.10.1 There will be no full-time Project Representative provided by the Owner or Architect on this project."

"4.2.13 Add "and in compliance with all local requirements." to the end of the sentence."

**ARTICLE 5: SUBCONTRACTORS**

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.3 Strike Section 5.2.3 in its entirety and replace with the following:

"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, subject to the statutory requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4."

5.2.4 Strike Section 5.2.4 in its entirety and replace with the following:

"The Contractor may not substitute any Subcontractor listed in its Bid unless the Contractor complies with the requirements of 29 Delaware Code § 6962(d)(10)b.3 and 4. Failure to comply with this requirement shall subject the Contractor to a penalty as outlined in Section 5.2 of the Owner's General Requirements."

Add the following Section:

"5.2.5 The Contractor shall comply and shall ensure all Subcontractors comply with all requirements for drug testing as set forth in TITLE 19 LABOR DELAWARE ADMINISTRATIVE CODE 4000 Office of Management and Budget 4100 Division of Facilities Management **4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects.**"

**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 Strike "and waiver of subrogation" from the end of the second sentence.

6.1.4 Strike Section 6.1.4 in its entirety.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Strike "shall" and replace with "may" in the second sentence.

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

(SEE ARTICLE 7: CHANGES IN WORK IN THE STATE OF DELAWARE DIVISION OF FACILITIES MANAGEMENT GENERAL REQUIREMENTS)

### **7.2 CHANGE ORDERS**

Add the following Sections:

"7.2.2 In addition to the above:

7.2.2.1 The General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor's own forces.

7.2.2.2 For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven- and one-half percent (7.5%) on the subcontractor's work.

7.2.2.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor's work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor's markup.

7.2.2.4 No additional costs shall be allowed for changes related to the Contractor's onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.

7.2.2.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc."

7.3.4.1 Strike "and other employee costs approved by the Architect" after "worker's compensation insurance,"

7.3.4.4 Add "work attributable to the" before "change" at the end of the sentence.

### **7.4 MINOR CHANGES IN THE WORK**

Add "unless such changes are approved" at the end of the third sentence.

## **ARTICLE 8: TIME**

### **8.2 PROGRESS AND COMPLETION**

8.2.1 Add the following Section:

"8.2.1.1 Refer to Project Specifications Section SUMMARY OF WORK for Contract time requirements."

8.2.2 After "by the Contractor" strike "and" and insert "to".

8.2.4 Add the following Section:

"8.2.4 If the Work falls behind the Progress Schedule as submitted by the Contractor, the Contractor shall employ additional labor and/or equipment necessary to bring the Work into compliance with the Progress Schedule at no additional cost to the Owner."

8.3 DELAYS AND EXTENSION OF TIME

8.3.1 Strike "binding dispute resolution" and insert "any and all remedies at law or in equity".

Add the following Section:

"8.3.2.1 The Contractor shall update the status of the suspension, delay, or interruption of the Work with each Application for Payment. (The Contractor shall report the termination of such cause immediately upon the termination thereof.) Failure to comply with this procedure shall constitute a waiver for any claim for adjustment of time or price based upon said cause."

Strike Section 8.3.3 in its entirety and replace with the following:

8.3.3 "Except in the case of a suspension of the Work directed by the Owner, an extension of time under the provisions of Section 8.3.1 shall be the Contractor's sole remedy in the progress of the Work and there shall be no payment or compensation to the Contractor for any expense or damage resulting from the delay."

Add the following Section:

"8.3.4 By permitting the Contractor to work after the expired time for completion of the project, the Owner does not waive their rights under the Contract."

**ARTICLE 9: PAYMENTS AND COMPLETION**

9.2 SCHEDULE OF VALUES

Add the following Sections:

"9.2.1 The Schedule of Values shall be submitted using AIA Document G703, Continuation Sheet to G702."

"9.2.2 The Schedule of Values is to include a line item for Project Closeout Document Submittal. The value of this item is to be no less than 1.5% of the initial contract amount."

9.3 APPLICATIONS FOR PAYMENT

9.3.1 Strike Section 9.3.1 in its entirety and replace with the following:

"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 for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage."

Add the following Sections:



"9.3.1.3 Application for Payment shall be submitted on AIA Document G702 "Application and Certificate for Payment", supported by AIA Document G703 "Continuation Sheet". Said Applications shall be fully executed and notarized."

"9.3.4 Until Closeout Documents have been received and outstanding items completed the Owner will pay 95% (ninety-five percent) of the amount due the Contractor on account of progress payments."

"9.3.5 The Contractor shall provide a current and updated Progress Schedule to the Architect with each Application for Payment. Failure to provide Schedule will be just cause for rejection of Application for Payment."

## 9.5 DECISIONS TO WITHHOLD CERTIFICATION

Add the following Subsections to 9.5.1:

- .8 failure to provide a current Progress Schedule;
- .9 a lien or attachment is filed;
- .10 failure to comply with mandatory requirements for maintaining Record Documents.

## 9.6 PROGRESS PAYMENTS

### 9.6.1 Strike Section 9.6.1 in its entirety and replace with the following:

"9.6.1 After the Architect has approved and issued a Certificate for Payment, payment shall be made by the Owner within 30 days after Owner's receipt of the Certificate for Payment."

### 9.6.8 Strike "Provided the Owner has fulfilled its payment obligations under the Contract Documents," in the first sentence.

## 9.7 FAILURE OF PAYMENT

Strike Section 9.7 in its entirety and replace with the following:

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

## 9.8 SUBSTANTIAL COMPLETION

### 9.8.3 At the end of Section 9.8.3, add the following sentence:

"If the Architect is required to make more than 2 inspections of the same portion of work, the Contractor shall be responsible for all costs associated with subsequent inspections including but not limited to any Architect's fees."

### 9.8.5 Strike "shall" and insert "may" in the second sentence.

### 9.8.5 Insert "1/2 of the" after "make payment of" in the second sentence.

9.9 PARTIAL OCCUPANCY OR USE

- 9.9.1 Strike the the first sentence and replace with the following (the remainder of the Section remains as written):  
"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 authorized by public authorities having jurisdiction over the Project."
- 9.10.2 Strike "to remain in force after final payment is currently in effect" after "required by the Contract Documents" and replace with "shall remain in force until final payment is completed" in the first sentence.
- 9.10.4.4 Strike "if permitted by the Contract Documents,"

**ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY**

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following Sections:

- 10.1.1 Each Contractor shall develop a safety program in accordance with the Occupational Safety and Health Act of 1970. A copy of said plan shall be furnished to the Owner and Architect prior to the commencement of that Contractor's Work.
- 10.1.2 Each Contractor shall appoint a Safety Representative. Safety Representatives shall be someone who is on site on a full time basis. If deemed necessary by the Owner or Architect, Contractor Safety meetings will be scheduled. The attendance of all Safety Representatives will be required. Minutes will be recorded of said meetings by the Contractor and will be distributed to all parties as well as posted in all job offices/trailers etc.

10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Section:

- 10.2.4.1 As required in the Hazardous Chemical Act of June 1984, all vendors supplying any material that may be defined as hazardous must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a caution warning on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in foreseeable emergency situations. Material Safety Data Sheets shall be provided directly to the Owner, along with the shipping slips that include those products.
- 10.2.5 Strike the second sentence in its entirety.
- 10.3 HAZARDOUS MATERIALS AND SUBSTANCES
- 10.3.3 Strike Section 10.3.3 in its entirety.
- 10.3.4 Insert "hazardous" in the last sentence after "handling of such" .
- 10.3.6 Strike Section 10.3.6 in its entirety.

**ARTICLE 11: INSURANCE AND BONDS**

11.1 CONTRACTOR'S INSURANCE AND BONDS

- 11.1.1 Strike "Owner" from the third sentence.

**11.2 OWNER'S LIABILITY INSURANCE**

Strike 11.2 in its entirety, except that in the case of school projects in which case Section 11.2 shall remain.

**11.3 WAIVERS OF SUBROGATION**

Delete Section 11.3 in its entirety

**11.4 LOSS OF USE, BUSINESS INTERRUPTION, AND DELAY IN COMPLETION INSURANCE**

Delete Section 11.4 in its entirety

**ARTICLE 12: UNCOVERING AND CORRECTION OF WORK****12.2.2 AFTER SUBSTANTIAL COMPLETION**

Add the following Section:

"12.2.2.1.1 At any time during the progress of the Work, or in any case where the nature of the defects will be such that it is not expedient to have corrected, the Owner, at its option, will have the right to deduct such sum, or sums, of money from the amount of the Contract as it considers justified to adjust the difference in value between the non-conforming work and that required under contract including any damage to the structure."

12.2.2.1 Strike all references to "one year" or "one-year" and replace with "two years".

12.2.2.2 Strike "one-year" and replace with "two years".

12.2.2.3 Strike "one-year" and replace with "two years".

12.2.5 Strike "one-year" and replaced with "two years".

**ARTICLE 13: MISCELLANEOUS PROVISIONS****13.1 GOVERNING LAW**

Strike the last sentence.

**13.4 TESTS AND INSPECTIONS**

13.4.1 Strike the last sentence and replace with the following:

"The Owner shall pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor."

**13.5 INTEREST**

Strike "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" and replace with "30 days of presentment of the authorized Certificate of Payment at the annual rate of 12% or 1% per month."

Insert the following Section:

**"13.6 CONFLICTS WITH FEDERAL STATUTES OR REGULATIONS**

13.6.1 If any provision, specifications or requirement of the Contract Documents conflict or is inconsistent with any statute, law or regulation of the government of the United State of America, the Contractor shall notify the Architect and Owner immediately upon discovery."

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

**14.1 TERMINATION BY THE CONTRACTOR**

14.1.1.4 Insert ", upon the Contractors' request," after "furnish to the Contractor".

14.1.3 Strike "and profit on Work not executed, and" after "as well as reasonable overhead" and replace with ", profit, and reasonable"

**14.3 SUSPENSION BY OWNER FOR CONVENIENCE**

14.3.2 Strike "Adjustment of the Contract Sum shall include profit".

**14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

14.4.3 Strike Section 14.4.3 in its entirety and replace with the following:

"In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred by reason of such termination along with reasonable overhead."

**ARTICLE 15: CLAIMS AND DISPUTES**

**15.1 CLAIMS**

**15.1.2 TIME LIMITS ON CLAIMS**

Strike the last sentence.

**15.1.3 NOTICE OF CLAIM**

Strike all references to "21" and replace with "45".

**15.1.5 CLAIMS FOR ADDITIONAL COSTS**

Strike the first sentence and replace with the following:

"Contractor shall not proceed to execute any portion of the Work that is subject to the Claim without prior approval of the costs or method of payment for the costs associated with the Claim as determined by the Architect and approved by the Owner."

**15.1.7 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES**

Strike Section 15.1.7 in its entirety.

**15.2 INITIAL DECISION**

- 15.2.1 Strike “and binding dispute resolution” in the fourth sentence and replace with “or any and all remedies at law or in equity”.
- 15.2.5 Strike Section 15.2.5 in its entirety and replace with the following:  
“The Architect will approve or reject Claims by written decision, which shall state the reasons therefore and shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Architect shall be subject to mediation and any or all remedies at law or in equity.”
- 15.2.6 Strike Section 15.2.6 and its sub-Sections in their entirety.
- 15.3 MEDIATION
- 15.3.1 Strike “binding dispute resolution” and replace with “any or all remedies at law or in equity”.
- 15.3.2 Strike “, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedure in effect on the date of the Agreement,” in the first sentence.
- 15.3.2 Strike all references to “binding dispute resolution” and replace with “any or all remedies at law and in equity”.
- 15.3.3 Strike Section 15.3.3 in its entirety.
- 15.4 ARBITRATION
- Strike Section 15.4 and its Subsections in their entirety.

**END OF SECTION**

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**SECTION 00 73 46**

**WAGE DETERMINATION SCHEDULE**

See Continuation Sheet Attached Document.

**END OF SECTION**

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STATE OF DELAWARE  
DEPARTMENT OF LABOR  
DIVISION OF INDUSTRIAL AFFAIRS  
OFFICE OF LABOR LAW ENFORCEMENT  
PHONE: (302) 318-2769

Mailing Address:  
252 Chapman Road  
Suite 210  
Newark, DE 19702

Located at:  
252 Chapman Road  
Suite 210  
Newark, DE 19702

PREVAILING WAGES FOR BUILDING CONSTRUCTION EFFECTIVE MARCH 14, 2025

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	29.89	36.79	53.56
BOILERMAKERS	89.46	45.39	66.72
BRICKLAYERS	66.79	66.79	66.79
CARPENTERS	62.56	62.56	50.80
CEMENT FINISHERS	94.36	67.11	52.04
ELECTRICAL LINE WORKERS	59.42	50.96	38.85
ELECTRICIANS	83.92	83.92	83.92
ELEVATOR CONSTRUCTORS	117.63	84.30	100.06
GLAZIERS	85.50	85.50	74.04
INSULATORS	69.12	69.12	69.12
IRON WORKERS	77.73	77.73	77.73
LABORERS	57.65	57.65	57.65
MILLWRIGHTS	88.35	88.35	70.97
PAINTERS	59.63	59.63	59.63
PILEDRIVERS	91.12	51.44	41.60
PLASTERERS	39.01	39.01	28.91
PLUMBERS/PIPEFITTERS/STEAMFITTERS	79.55	82.95	73.71
POWER EQUIPMENT OPERATORS	83.29	83.29	83.29
ROOFERS-COMPOSITION	32.40	30.53	32.76
ROOFERS-SHINGLE/SLATE/TILE	24.03	28.59	22.47
SHEET METAL WORKERS	86.84	86.84	86.84
SOFT FLOOR LAYERS	61.68	61.68	47.74
SPRINKLER FITTERS	73.13	73.13	73.13
TERRAZZO/MARBLE/TILE FNRS	70.79	70.79	81.89
TERRAZZO/MARBLE/TILE STRS	78.73	78.73	90.82
TRUCK DRIVERS	56.88	35.86	27.91

CERTIFIED: 4-15-25

BY: TDznowarski / for Francis Chudzik  
ADMINISTRATOR, OFFICE OF LABOR LAW ENFORCEMENT

**NOTE:** THESE RATES ARE PROMULGATED AND ENFORCED PURSUANT TO THE PREVAILING WAGE REGULATIONS ADOPTED BY THE DEPARTMENT OF LABOR ON APRIL 3, 1992.

CLASSIFICATIONS OF WORKERS ARE DETERMINED BY THE DEPARTMENT OF LABOR. FOR ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATIONS OR CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: Sussex County Courthouse Juror Entrance Enclosure, Sussex County



## **PREVAILING WAGE DEBARMENT LIST**

The following contractors have been debarred for violations of the prevailing wage law 29Del.C. §6960 or other applicable State statutes.

Therefore, no public construction contract in this State shall be bid on, awarded to, or received by contractors and individuals on this list for a period of (3) three years from the date of the judgment or as deemed by a court of competent jurisdiction.

<b>Contractor</b>	<b>Address</b>	<b>Date of Debarment</b>
Mullen Brothers, Inc. and Daniel Mullen, individually	3375 Garnett Road, Boothwyn, PA 19060	Indefinite/ Civil Contempt
State Contractors Corporation, and Jose Oscar Rivera, individually	13004 Hathaway Drive Silver Spring, MD 20906	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Green Granite and Jason Green, individually	604 Heatherbrooke Court Avondale, PA 19311	Indefinite/ Civil Contempt
Pro Image Landscaping, Inc. and Owner(s) individually	23 Commerce Street Wilmington, DE 19801 and/or 2 Cameo Road Claymont, DE 19703	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
Liberty Mechanical, LLC and Owner(s), individually	2032 Duncan Road Wilmington, DE 19801	Indefinite/ 19 <u>Del.C.</u> 2374(f)
Integrated Mechanical and Fire Systems Inc. and Allison Sheldon, individually	4601 Governor Printz Boulevard Wilmington, DE 19809	Indefinite/19 <u>Del.C.</u> §108 & 10 <u>Del.C.</u> 542(c)
ACH I, INC.	873 Salem Church Road Newark, DE 19702	Indefinite/19 <u>Del.C.</u> 6960

Updated: July 6, 2022

**SECTION 00 81 13**  
**GENERAL REQUIREMENTS**

**TABLE OF ARTICLES**

1. GENERAL
2. OWNER
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**ARTICLE 1: GENERAL**

**1.1 CONTRACT DOCUMENTS**

1.1.1 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 to an extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

1.1.2 Work including material purchases shall not begin until the Contractor is in receipt of a bonafide State of Delaware Purchase Order. Any work performed or material purchases prior to the issuance of the Purchase Order is done at the Contractor's own risk and cost.

**1.2 EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS**

1.2.1 For Public Works Projects financed in whole or in part by state appropriation the Contractor agrees that during the performance of this contract:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, sexual orientation, gender identity or national origin. The Contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, sex, color, sexual orientation, gender identity or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, sexual orientation, gender identity or national origin."

**ARTICLE 2: OWNER**

(NO ADDITIONAL GENERAL REQUIREMENTS – SEE SUPPLEMENTARY GENERAL CONDITIONS)

**ARTICLE 3: CONTRACTOR**

3.1 Schedule of Values: The successful Bidder shall within twenty (20) days after receiving notice to proceed with the work, furnish to the Owner a complete schedule of values on the various items comprising the work.

3.2 Subcontracts: Upon approval of Subcontractors, the Contractor shall award their Subcontracts as soon as possible after the signing of their own contract and see that all material, their own and those of their Subcontractors, are promptly ordered so that the work will not be delayed by failure of materials to arrive on time.

- 3.3 Before commencing any work or construction, the General Contractor is to consult with the Owner as to matters in connection with access to the site and the allocation of Ground Areas for the various features of hauling, storage, etc.
- 3.4 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.
- 3.5 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.6 The Contractor warrants to the Owner that materials and equipment furnished will be new and of good quality, unless otherwise permitted, and that the work will be free from defects and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved, may be considered defective. If required by the Owner, the Contractor shall furnish evidence as to the kind and quality of materials and equipment provided.
- 3.7 Unless otherwise provided, the Contractor shall pay all sales, consumer, use and other similar taxes, and shall secure and pay for required permits, fees, licenses, and inspections necessary for proper execution of the Work.
- 3.8 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. The Contractor shall promptly notify the Owner if the Drawings and Specifications are observed to be at variance therewith.
- 3.9 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under contract with the Contractor.
- 3.10 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 from and about the Project all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials. The Contractor shall be responsible for returning all damaged areas to their original conditions.
- 3.11 STATE LICENSE AND TAX REQUIREMENTS
- 3.11.1 Each Contractor and Subcontractor shall be licensed to do business in the State of Delaware and shall pay all fees and taxes due under State laws. In conformance with Section 2503, Chapter 25, Title 30, Delaware Code, "the Contractor shall furnish the Delaware Department of Finance within ten (10) days after entering into any contract with a contractor or subcontractor not a resident of this State, a statement of total value of such contract or contracts together with the names and addresses of the contracting parties."
- 3.12 The Contractor shall comply with all requirements set forth in Section 6962, Chapter 69, Title 29 of the Delaware Code.
- 3.13 During the contract Work, the Contractor and each Subcontractor, shall implement an Employee Drug Testing Program in accordance with OMB Regulation 4104 - "Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on "Large Public Works Projects". "Large Public Works" is based upon the current

threshold required for bidding Public Works as set by the Purchasing and Contracting Advisory Council.

**ARTICLE 4: ADMINISTRATION OF THE CONTRACT**

**4.1 CONTRACT SURETY**

**4.1.1 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

4.1.2 All bonds will be required as follows unless specifically waived elsewhere in the Bidding Documents.

4.1.3 Contents of Performance Bonds – The bond shall be in the form approved by the Office of Management and Budget. The bond shall be conditioned upon the faithful compliance and performance by the successful bidder of each and every term and condition of the contract and the proposal, plans, specifications, and bid documents thereof. Each term and condition shall be met at the time and in the manner prescribed by the Contract, Bid documents and the specifications, including the payment in full to every person furnishing material or performing labor in the performance of the Contract, of all sums of money due the person for such labor and material. (The bond shall also contain the successful bidder's guarantee to indemnify and save harmless the State and the agency from all costs, damages and expenses growing out of or by reason of the Contract in accordance with the Contract.)

4.1.4 Invoking a Performance Bond – The agency may, when it considers that the interest of the State so requires, cause judgement to be confessed upon the bond.

4.1.5 Within twenty (20) days after the date of notice of award of contract, the Bidder to whom the award is made shall furnish a Performance Bond and Labor and Material Payment Bond, each equal to the full amount of the Contract price to guarantee the faithful performance of all terms, covenants and conditions of the same. The bonds are to be issued by an acceptable Bonding Company licensed to do business in the State of Delaware and shall be issued in duplicate.

4.1.6 Performance and Payment Bonds shall be maintained in full force (warranty bond) for a period of two (2) years after the date of the Certificate for Final Payment. The Performance Bond shall guarantee the satisfactory completion of the Project and that the Contractor will make good any faults or defects in his work which may develop during the period of said guarantees as a result of improper or defective workmanship, material or apparatus, whether furnished by themselves or their Sub-Contractors. The Payment Bond shall guarantee that the Contractor shall pay in full all persons, firms or corporations who furnish labor or material or both labor and material for, or on account of, the work included herein. The bonds shall be paid for by this Contractor. The Owner shall have the right to demand that the proof parties signing the bonds are duly authorized to do so.

**4.2 FAILURE TO COMPLY WITH CONTRACT**

4.2.1 If any firm entering into a contract with the State, or Agency that neglects or refuses to perform or fails to comply with the terms thereof, the Agency which signed the Contract may terminate the Contract and proceed to award a new contract in accordance with this Chapter 69, Title 29 of the Delaware Code or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond. Nothing herein shall preclude the Agency from pursuing additional remedies as otherwise provided by law.

**4.3 CONTRACT INSURANCE AND CONTRACT LIABILITY**

4.3.1 In addition to the bond requirements stated in the Bid Documents, each successful Bidder shall purchase adequate insurance for the performance of the Contract and, by submission of a Bid, agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the State, any Agency, officer and/or employee of the State, for and from all claims of liability which is or may be the result of the successful Bidder's actions during the performance of the Contract.

4.3.2 The purchase or nonpurchase of such insurance or the involvement of the successful Bidder in any legal or equitable defense of any action brought against the successful Bidder based upon work performed pursuant to the Contract will not waive any defense which the State, its agencies and their respective officers, employees and agents might otherwise have against such claims, specifically including the defense of sovereign immunity, where applicable, and by the terms of this section, the State and all agencies, officers and employees thereof shall not be financially responsible for the consequences of work performed, pursuant to said contract.

**4.4 RIGHT TO AUDIT RECORDS**

4.4.1 The Owner shall have the right to audit the books and records of a Contractor or any Subcontractor under any Contract or Subcontract to the extent that the books and records relate to the performance of the Contract or Subcontract.

4.4.2 Said books and records shall be maintained by the Contractor for a period of seven (7) years from the date of final payment under the Prime Contract and by the Subcontractor for a period of seven (7) years from the date of final payment under the Subcontract.

**ARTICLE 5: SUBCONTRACTORS****5.1 SUBCONTRACTING REQUIREMENTS**

5.1.1 All contracts for the construction, reconstruction, alteration or repair of any public building (not a road, street or highway) shall be subject to the following provisions:

1. A contract shall be awarded only to a Bidder whose Bid is accompanied by a statement containing, for each Subcontractor category, the name and address (city or town and State only – street number and P.O. Box addresses not required) of the subcontractor whose services the Bidder intends to use in performing the Work and providing the material for such Subcontractor category.
2. A Bid will not be accepted nor will an award of any Contract be made to any Bidder which, as the Prime Contractor, has listed itself as the Subcontractor for any Subcontractor unless:
  - A. It has been established to the satisfaction of the awarding Agency that the Bidder has customarily performed the specialty work of such Subcontractor category by artisans regularly employed by the Bidder's firm;
  - B. That the Bidder is duly licensed by the State to engage in such specialty work, if the State requires licenses; and

- C. That the Bidder is recognized in the industry as a bona fide Subcontractor or Contractor in such specialty work and Subcontractor category.

5.1.2 The decision of the awarding Agency as to whether a Bidder who list itself as the Subcontractor for a Subcontractor category shall be final and binding upon all Bidders, and no action of any nature shall lie against any awarding agency or its employees or officers because of its decision in this regard.

5.1.3 After such a Contract has been awarded, the successful Bidder shall not substitute another Subcontractor for any Subcontractor whose name was set forth in the statement which accompanied the Bid without the written consent of the awarding Agency.

5.1.4 No Agency shall consent to any substitution of Subcontractors unless the Agency is satisfied that the Subcontractor whose name is on the Bidders accompanying statement:

- A. Is unqualified to perform the work required;
- B. Has failed to execute a timely reasonable Subcontract;
- C. Has defaulted in the performance on the portion of the work covered by the Subcontract; or
- D. Is no longer engaged in such business.

5.1.5 Should a Bidder be awarded a contract, such successful Bidder shall provide to the agency the taxpayer identification license numbers of such subcontractors. Such numbers shall be provided on the later of the date on which such subcontractor is required to be identified or the time the contract is executed. The successful Bidder shall provide to the agency to which it is contracting, within 30 days of entering into such public works contract, copies of all Delaware Business licenses of subcontractors and/or independent contractors that will perform work for such public works contract. However, if a subcontractor or independent contractor is hired or contracted more than 20 days after the Bidder entered the public works contract the Delaware Business license of such subcontractor or independent contractor shall be provided to the agency within 10 days of being contracted or hired.

5.1.6 The Contractor may employ additional Subcontractors on the jobsite only after submitting a copy of the Subcontractor's Employee Drug Testing Program to the Owner for approval. A Contractor or Subcontractor shall not commence work until the Owner has concluded its review and determined that the submitted Employee Drug Testing Program complies with OMB Regulation 4104.

## 5.2 PENALTY FOR SUBSTITUTION OF SUBCONTRACTORS

5.2.1 Should the Contractor fail to utilize any or all of the Subcontractors in the Contractor's Bid statement in the performance of the Work on the public bidding, the Contractor shall be penalized in the amount of (project specific amount\*). The Agency may determine to deduct payments of the penalty from the Contractor or have the amount paid directly to the Agency. Any penalty amount assessed against the Contractor may be remitted or refunded, in whole or in part, by the Agency awarding the Contract, only if it is established to the satisfaction of the Agency that the Subcontractor in question has defaulted or is no longer engaged in such business. No claim for the remission or refund of any penalty shall be granted unless an application is filed within one year after the liability of the successful Bidder accrues. All



penalty amounts assessed and not refunded or remitted to the contractor shall be reverted to the State.

\*one (1) percent of contract amount not to exceed \$10,000

5.3 ASBESTOS ABATEMENT

5.3.1 The selection of any Contractor to perform asbestos abatement for State-funded projects shall be approved by the Office of Management and Budget, Division of Facilities Management pursuant to Chapter 78 of Title 16.

5.4 STANDARDS OF CONSTRUCTION FOR THE PROTECTION OF THE PHYSICALLY HANDICAPPED

5.4.1 All Contracts shall conform with the standard established by the Delaware Architectural Accessibility Board unless otherwise exempted by the Board.

5.5 CONTRACT PERFORMANCE

5.5.1 Any firm entering into a Public Works Contract that neglects or refuses to perform or fails to comply with its terms, the Agency may terminate the Contract and proceed to award a new Contract or may require the Surety on the Performance Bond to complete the Contract in accordance with the terms of the Performance Bond.

**ARTICLE 6: CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS**

6.1 The Owner reserves the right to simultaneously perform other 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 Projects at the same site.

6.2 The Contractor shall afford the Owner and other Contractors reasonable opportunity for access and storage of materials and equipment, and for the performance of their activities, and shall connect and coordinate their activities with other forces as required by the Contract Documents.

**ARTICLE 7: CHANGES IN THE WORK**

7.1 The Owner, without invalidating the Contract, may order changes in the Work consisting of Additions, Deletions, Modifications or Substitutions, with the Contract Sum and Contract completion date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Professional, as the duly authorized agent, the Contractor and the Owner.

7.2 The Contract Sum and Contract Completion Date shall be adjusted only by a fully executed Change Order.

7.3 The additional cost, or credit to the Owner resulting from a change in the Work shall be by mutual agreement of the Owner, Contractor and the Architect. In all cases, this cost or credit shall be based on the 'DPE' wages required and the "invoice price" of the materials/equipment needed.

7.3.1 "DPE" shall be defined to mean "direct personnel expense". Direct payroll expense includes prevailing wage rates plus a maximum multiplier of 1.35 times DPE. For example, if the prevailing wage rate is \$50/hour, the DPE would be \$67.50/hour (50 x 1.35).

- 7.3.2 “Invoice price” of materials/equipment shall be defined to mean the actual cost of materials and/or equipment that is paid by the Contractor, (or subcontractor), to a material distributor, direct factory vendor, store, material provider, or equipment leasing entity. Rates for equipment that is leased and/or owned by the Contractor or subcontractor(s) shall not exceed those listed in the latest version of the “Means Building Construction Cost Data” publication.
- 7.3.3 In addition to the above:
- 7.3.3.1 The General Contractor is allowed a fifteen percent (15%) markup for overhead and profit for additional work performed by the General Contractor’s own forces.
- 7.3.3.2 For additional subcontractor work, the Subcontractor is allowed a fifteen (15) percent overhead and profit on change order work above and beyond the direct costs stated previously. To this amount, the General Contractor will be allowed a mark-up not exceeding seven- and one-half percent (7.5%) on the subcontractor’s work.
- 7.3.3.3 Where the Third Tier Contractor is going to be completing the additional work, the Third-Tier contractor will be allowed a markup of fifteen percent (15%) overhead and profit on changes order work above and beyond the direct costs stated previously. To this amount, the Subcontractor will be allowed a markup not to exceed seven and one-half percent (7.5%) on the Third-Tier Contractor’s work and the General Contractor will be allowed a markup not to exceed seven and one-half percent (7.5%) of the amount of the Subcontractor’s markup.
- 7.3.3.4 No additional costs shall be allowed for changes related to the Contractor’s onsite superintendent/staff, or project manager, unless a change in the work changes the project duration and is identified by the CPM schedule. There will be no other costs associated with the change order.
- 7.3.3.5 These markups shall include all costs including, but not limited to: overhead, profit, bonds, insurance, supervision, etc.

**ARTICLE 8: TIME**

- 8.1 Time limits, if any, are as stated in the Project Manual. By executing the Agreement, the Contractor confirms that the stipulated limits are reasonable, and that the Work will be completed within the anticipated time frame.
- 8.2 If progress of the Work is delayed at any time by changes ordered by the Owner, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties or other causes beyond the Contractor’s control, the Contract Time shall be extended for such reasonable time as the Owner may determine.
- 8.3 Any extension of time beyond the date fixed for completion of the construction and acceptance of any part of the Work called for by the Contract, or the occupancy of the building by the Owner, in whole or in part, previous to the completion shall not be deemed a waiver by the Owner of his right to annul or terminate the Contract for abandonment or delay in the matter provided for, nor relieve the Contractor of full responsibility
- 8.4 **SUSPENSION AND DEBARMENT**
- 8.4.1 Per Section 6962(d)(14), Title 29, Delaware Code, “Any Contractor who fails to perform a public works contract or complete a public works project within the time schedule

established by the Agency in the Invitation To Bid, may be subject to Suspension or Debarment for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the Project.”

- 8.4.2 “Upon such failure for any of the above stated reasons, the Agency that contracted for the public works project may petition the Director of the Office of Management and Budget for Suspension or Debarment of the Contractor. The Agency shall send a copy of the petition to the Contractor within three (3) working days of filing with the Director. If the Director concludes that the petition has merit, the Director shall schedule and hold a hearing to determine whether to suspend the Contractor, debar the Contractor or deny the petition. The Agency shall have the burden of proving, by a preponderance of the evidence, that the Contractor failed to perform or complete the public works project within the time schedule established by the Agency and failed to do so for one or more of the following reasons: a) failure to supply the adequate labor supply ratio for the project; b) inadequate financial resources; or, c) poor performance on the project. Upon a finding in favor of the Agency, the Director may suspend a Contractor from Bidding on any project funded, in whole or in part, with public funds for up to 1 year for a first offense, up to 3 years for a second offense and permanently debar the Contractor for a third offense. The Director shall issue a written decision and shall send a copy to the Contractor and the Agency. Such decision may be appealed to the Superior Court within thirty (30) days for a review on the record.”

8.5 RETAINAGE

- 8.5.1 Per Section 6962(d)(5) a.3, Title 29, Delaware Code: The Agency may at the beginning of each public works project establish a time schedule for the completion of the project. If the project is delayed beyond the completion date due to the Contractor's failure to meet their responsibilities, the Agency may forfeit, at its discretion, all or part of the Contractor's retainage.
- 8.5.2 This forfeiture of retainage also applies to the timely completion of the punchlist. A punchlist will only be prepared upon the mutual agreement of the Owner, Architect and Contractor. Once the punchlist is prepared, all three parties will by mutual agreement, establish a schedule for its completion. Should completion of the punchlist be delayed beyond the established date due to the Contractor's failure to meet their responsibilities, the Agency may hold permanently, at its discretion, all or part of the Contractor's retainage.

**ARTICLE 9: PAYMENTS AND COMPLETION**

9.1 APPLICATION FOR PAYMENT

- 9.1.1 Applications for payment shall be made upon AIA Document G702. There will be a five percent (5%) retainage on all Contractor's monthly invoices until completion of the project. This retainage may become payable upon receipt of all required closeout documentation, provided all other requirements of the Contract Documents have been met.
- 9.1.2 A date will be fixed for the taking of the monthly account of work done. Upon receipt of Contractor's itemized application for payment, such application will be audited, modified, if found necessary, and approved for the amount. Statement shall be submitted to the Owner.
- 9.1.3 Section 6516, Title 29 of the Delaware Code annualized interest is not to exceed 12% per annum beginning thirty (30) days after the “presentment” (as opposed to the date) of the invoice.

9.2 PARTIAL PAYMENTS

9.2.1 Any public works Contract executed by any Agency may provide for partial payments at the option of the Owner with respect to materials placed along or upon the sites or stored at secured locations, which are suitable for use in the performance of the contract.

9.2.2 When approved by the agency, partial payment may include the values of tested and acceptable materials of a nonperishable or noncontaminative nature which have been produced or furnished for incorporation as a permanent part of the work yet to be completed, provided acceptable provisions have been made for storage.

9.2.2.1 Any allowance made for materials on hand will not exceed the delivered cost of the materials as verified by invoices furnished by the Contractor, nor will it exceed the contract bid price for the material complete in place.

9.2.3 If requested by the Agency, receipted bills from all Contractors, Subcontractors, and material, men, etc., for the previous payment must accompany each application for payment. Following such a request, no payment will be made until these receipted bills have been received by the Owner.

9.3 SUBSTANTIAL COMPLETION

9.3.1 When the building has been made suitable for occupancy, but still requires small items of miscellaneous work, the Owner will determine the date when the project has been substantially completed.

9.3.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and without terminating the Contract, the Owner may make payment of the balance due for the portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment that it shall not constitute a waiver of claims.

9.3.3 On projects where commissioning is included, the commissioning work as defined in the specifications must be complete prior to the issuance of substantial completion.

9.4 FINAL PAYMENT

9.4.1 Final payment, including the five percent (5%) retainage if determined appropriate, shall be made within thirty (30) days after the Work is fully completed and the Contract fully performed and provided that the Contractor has submitted the following closeout documentation (in addition to any other documentation required elsewhere in the Contract Documents):

9.4.1.1 Evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid,

9.4.1.2 An acceptable RELEASE OF LIENS,

9.4.1.3 Copies of all applicable warranties,

9.4.1.4 As-built drawings,

9.4.1.5 Operations and Maintenance Manuals,

9.4.1.6 Instruction Manuals,

9.4.1.7 Consent of Surety to final payment.

9.4.1.8 The Owner reserves the right to retain payments, or parts thereof, for its protection until the foregoing conditions have been complied with, defective work corrected and all unsatisfactory conditions remedied.

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

10.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take all reasonable precautions to prevent damage, injury or loss to: workers, persons nearby who may be affected, the Work, materials and equipment to be incorporated, and existing property at the site or adjacent thereto. The Contractor shall give notices and comply with applicable laws ordinances, rules regulations, and lawful orders of public authorities bearing on the safety of persons and property and their protection from injury, damage, or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a Subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

10.2 The Contractor shall notify the Owner in the event any existing hazardous material such as lead, PCBs, asbestos, etc. is encountered on the project. The Owner will arrange with a qualified specialist for the identification, testing, removal, handling and protection against exposure or environmental pollution, to comply with applicable regulation laws and ordinances. The Contractor and Architect will not be required to participate in or to perform this operation. Upon completion of this work, the Owner will notify the Contractor and Architect in writing the area has been cleared and approved by the authorities in order for the work to proceed. The Contractor shall attach documentation from the authorities of said approval.

10.3 As required in the Hazardous Chemical Information Act of June 1984, all vendors supplying any materials that may be defined as hazardous, must provide Material Safety Data Sheets for those products. Any chemical product should be considered hazardous if it has a warning caution on the label relating to a potential physical or health hazard, if it is known to be present in the work place, and if employees may be exposed under normal conditions or in any foreseeable emergency situation. Material Safety Data Sheets must be provided directly to the Owner along with the shipping slips that include those products.

10.4 The Contractor shall certify to the Owner that materials incorporated into the Work are free of all asbestos. This certification may be in the form of Material Safety Data Sheet (MSDS) provided by the product manufacturer for the materials used in construction, as specified or as provided by the Contractor.

#### **ARTICLE 11: INSURANCE AND BONDS**

11.1 The Contractor shall carry all insurance required by law, such as Unemployment Insurance, etc. The Contractor shall carry such insurance coverage as they desire on their own property such as a field office, storage sheds or other structures erected upon the project site that belong to them and for their own use. The Subcontractors involved with this project shall carry whatever insurance protection they consider necessary to cover the loss of any of their personal property, etc.

11.2 Upon being awarded the Contract, the Contractor shall obtain a minimum of two (2) copies of all required insurance certificates called for herein, and submit one (1) copy of each certificate, to the Owner, within 20 days of contract award.

11.3 Bodily Injury Liability and Property Damage Liability Insurance shall, in addition to the coverage included herein, include coverage for injury to or destruction of any property arising out of the collapse of or structural injury to any building or structure due to demolition work and evidence of these coverages shall be filed with and approved by the Owner.

11.4 The Contractor's Property Damage Liability Insurance shall, in addition to the coverage noted herein, include coverage on all real and personal property in their care, custody and control damaged in any way by the Contractor or their Subcontractors during the entire construction period on this project.

11.5 Builders Risk (including Standard Extended Coverage Insurance) on the existing building during the entire construction period, may be provided by the Contractor under this contract. The Owner shall insure the existing building and all of its contents and all this new alteration work under this contract during entire construction period for the full insurable value of the entire work at the site. Note, however, that the Contractor and their Subcontractors shall be responsible for insuring building materials (installed and stored) and their tools and equipment whenever in use on the project, against fire damage, theft, vandalism, etc.

11.6 Certificates of the insurance company or companies stating the amount and type of coverage, terms of policies, etc., shall be furnished to the Owner, within 20 days of contract award.

11.7 The Contractor shall, at their own expense, (in addition to the above) carry the following forms of insurance:

11.7.1 Contractor's Contractual Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
	\$3,000,000	aggregate
Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.2 Contractor's Protective Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each occurrence
	\$3,000,000	aggregate
Property Damage	\$1,000,000	for each occurrence
	\$3,000,000	aggregate

11.7.3 Automobile Liability Insurance

Minimum coverage to be:

Bodily Injury	\$1,000,000	for each person
	\$1,000,000	for each occurrence
Property Damage	\$500,000	per accident

- 11.7.4 Prime Contractor's and Subcontractors' policies shall include contingent and contractual liability coverage in the same minimum amounts as 11.7.1 above.
- 11.7.5 Workmen's Compensation (including Employer's Liability):
- 11.7.5.1 Minimum Limit on employer's liability to be as required by law.
- 11.7.5.2 Minimum Limit for all employees working at one site.
- 11.7.6 Certificates of Insurance must be filed with the Owner guaranteeing fifteen (15) days prior notice of cancellation, non-renewal, or any change in coverages and limits of liability shown as included on certificates.
- 11.7.7 Social Security Liability
- 11.7.7.1 With respect to all persons at any time employed by or on the payroll of the Contractor or performing any work for or on their behalf, or in connection with or arising out of the Contractor's business, the Contractor shall accept full and exclusive liability for the payment of any and all contributions or taxes or unemployment insurance, or old age retirement benefits, pensions or annuities now or hereafter imposed by the Government of the United States and the State or political subdivision thereof, whether the same be measured by wages, salaries or other remuneration paid to such persons or otherwise.
- 11.7.7.2 Upon request, the Contractor shall furnish Owner such information on payrolls or employment records as may be necessary to enable it to fully comply with the law imposing the aforesaid contributions or taxes.
- 11.7.7.3 If the Owner is required by law to and does pay any and/or all of the aforesaid contributions or taxes, the Contractor shall forthwith reimburse the Owner for the entire amount so paid by the Owner.

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

- 12.1 The Contractor shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of two years from the date of Substantial Completion, or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to Work done by direct employees of the Contractor.
- 12.2 At any time during the progress of the work, or in any case where the nature of the defects shall be such that it is not expedient to have them corrected, the Owner, at their option, shall have the right to deduct such sum, or sums, of money from the amount of the contract as they consider justified to adjust the difference in value between the defective work and that required under contract including any damage to the structure.

## **ARTICLE 13: MISCELLANEOUS PROVISIONS**

- 13.1 CUTTING AND PATCHING
- 13.1.1 The Contractor shall be responsible for all cutting and patching. The Contractor shall coordinate the work of the various trades involved.
- 13.2 DIMENSIONS

13.2.1 All dimensions shown shall be verified by the Contractor by actual measurements at the project site. Any discrepancies between the drawings and specifications and the existing conditions shall be referred to the Owner for adjustment before any work affected thereby has been performed.

13.3 LABORATORY TESTS

13.3.1 Any specified laboratory tests of material and finished articles to be incorporated in the work shall be made by bureaus, laboratories or agencies approved by the Owner and reports of such tests shall be submitted to the Owner. The cost of the testing shall be paid for by the Contractor.

13.3.2 The Contractor shall furnish all sample materials required for these tests and shall deliver same without charge to the testing laboratory or other designated agency when and where directed by the Owner.

13.4 ARCHAEOLOGICAL EVIDENCE

13.4.1 Whenever, in the course of construction, any archaeological evidence is encountered on the surface or below the surface of the ground, the Contractor shall notify the authorities of the State Historic Preservation Office and suspend work in the immediate area for a reasonable time to permit those authorities, or persons designated by them, to examine the area and ensure the proper removal of the archaeological evidence for suitable preservation by the Division of Historical and Cultural Affairs.

13.5 GLASS REPLACEMENT AND CLEANING

13.5.1 The General Contractor shall replace without expense to the Owner all glass broken during the construction of the project. If job conditions warrant, at completion of the job the General Contractor shall have all glass cleaned and polished.

13.6 WARRANTY

13.6.1 For a period of two (2) years from the date of substantial completion, as evidenced by the date of final acceptance of the work, the contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship performed by the contractor or any of his subcontractors or suppliers. However, manufacturer's warranties and guarantees, if for a period longer than two (2) years, shall take precedence over the above warranties. The contractor shall remedy, at his own expense, any such failure to conform or any such defect. The protection of this warranty shall be included in the Contractor's Performance Bond.

**ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT**

14.1 If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents or fails to perform a provision of the Contract, the Owner, after seven days written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. Alternatively, at the Owner's option, and the Owner may terminate the Contract and take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the Contractor and may finish the Work by whatever method the Owner may deem expedient. If the costs of finishing the Work exceed any unpaid compensation due the Contractor, the Contractor shall pay the difference to the Owner.



- 14.2 "If the continuation of this Agreement is contingent upon the appropriation of adequate state, or federal funds, this Agreement may be terminated on the date beginning on the first fiscal year for which funds are not appropriated or at the exhaustion of the appropriation. The Owner may terminate this Agreement by providing written notice to the parties of such non-appropriation. All payment obligations of the Owner will cease upon the date of termination. Notwithstanding the foregoing, the Owner agrees that it will use its best efforts to obtain approval of necessary funds to continue the Agreement by taking appropriate action to request adequate funds to continue the Agreement."

**END OF SECTION**

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**EMPLOYEE DRUG TESTING REPORT FORM****Period Ending:**\_\_\_\_\_

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds maintain testing data that includes but is not limited to the data elements below.

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Number of employees who worked on the jobsite during the report period:\_\_\_\_\_

Number of employees subject to random testing during the report period:\_\_\_\_\_

Number of Negative Results \_\_\_\_\_ Number of Positive Results \_\_\_\_\_

Action taken on employee(s) in response to a failed or positive random test:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

This form is not required to be submitted to the Owner. Included as a reference to show information required to be maintained by the Contractor. The Owner shall have the right to periodically audit all Contractor and Subcontractor test results at the Contractor's or Subcontractor's offices (or by other means to make the data available for inspection by the Owner).

**EMPLOYEE DRUG TESTING  
REPORT OF POSITIVE RESULTS**

4104 Regulations for the Drug Testing of Contractor and Subcontractor Employees Working on Large Public Works Projects requires that Contractors and Subcontractors who work on Large Public Works Contracts funded all or in part with public funds to notify the Owner in writing of a positive random drug test.

Project Number: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor/Subcontractor Name: \_\_\_\_\_

Contractor/Subcontractor Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of employee with positive test result: \_\_\_\_\_

Last 4 digits of employee SSN: \_\_\_\_\_

Date test results received: \_\_\_\_\_

Action taken on employee in response to a positive test result:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(typed or printed)

Authorized Representative of Contractor/Subcontractor: \_\_\_\_\_  
(signature)

Date: \_\_\_\_\_

**This form shall be sent by mail to the Owner within 24 hours of receipt of test results.**

**Enclose this test results form in a sealed envelope with the notation "Drug Testing Form – DO NOT OPEN" on the face thereof and place in a separate mailing envelope.**

SUSSEX COUNTY COUTHOUSE – JUROR ENTRANCE ENCLOSURE  
1 THE CIRCLE, GEORGETOWN, DELAWARE 19947  
CONTRACT #: MC0201000028A

**AFFIDAVIT OF  
CRAFT TRAINING COMPLIANCE**

We, the contractor, hereby certify that we and all applicable subcontractors will abide by the contractor and subcontractor craft training requirements outlined below for the duration of the contract. Craft training must be provided by a contractor and/or subcontractor for each craft on a project for which there are Delaware Department of Labor approved and registered training programs or, if the contractor and/or subcontractor meets the requirements under Title 29, Chapter 69, Section 6960A.(b)(1)c.1.-3., payment may be made in accordance with Title 29, Chapter 69, Section 6960A.(b)(1)d. A list of crafts for which there are approved and registered training programs is maintained by the Delaware Department of Labor and can be found at:

<https://laborfiles.delaware.gov/main/det/apprenticeship/DE%20Craft%20Training%20Occupation%20List%20Effective%20March%201%202022.pdf>. If you have questions regarding craft training programs, please submit all questions in writing to the Delaware Department of Labor at: [apprenticeship@delaware.gov](mailto:apprenticeship@delaware.gov). ***This Affidavit of Craft Training Compliance must be submitted prior to contract execution.***

In accordance with Title 29, Chapter 69, Section 6960A.(a)(1), a contract relating to a public works project under § 6962 of Title 29 must include a craft training program for each craft in the project if at the time the contractor executes a public works contract, all of the following apply:

- a. A project meets the prevailing wage requirement under Section 6960 of Title 29.
- b. The contractor employs 10 or more total employees.
- c. The project is not a federal highway project, except for the project under Section 6962(c)(11) of Title 29.
- d. There is an apprenticeship program for a craft in the project on the list of crafts under Section 204(b)(2) of Title 19.

Pursuant to Title 29, Chapter 69, Section 6960A.(a)(2), ***a contractor must commit that all subcontractors provide craft training*** if paragraph (a)(1) of this section applies to the subcontractor. Failure to provide required craft training or payment on the project may subject the successful contractor and/or subcontractor(s) to penalties as outlined in Title 29, Chapter 69, Section 6960A.(d)(1)-(3).

**Craft(s):**

---

**Contractor Name:**

---

**Contractor Address:**

---

---

---

**Contractor Program  
Registration Number(s)**

---

On this line also indicate whether DE, Other State (identify) or US Registration Number

Or

☐ A payment has been made in the amount established under Section 204(b)(2)b.2. of Title 19, for the craft into the Delaware Department of Labor’s Apprenticeship and Training Fund.

Or

☐ Craft Training requirements are not applicable because:

\_\_\_\_\_

Authorized Representative (typed or printed): \_\_\_\_\_

Authorized Representative (signature): \_\_\_\_\_

Title: \_\_\_\_\_

State of Delaware )  
 )  
County of \_\_\_\_\_ ) ss:

Before me, a notary public, in and for said county and state, personally appeared, \_\_\_\_\_, who acknowledged to me that she/he did execute the foregoing instrument on behalf of \_\_\_\_\_.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public  
Commission Expires \_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND NOTARIZED TO BE CONSIDERED.**

**SECTION 01 11 00**  
**SUMMARY OF WORK**

**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. Contractor's Use of Site and Premises.
  4. Coordination with occupants.
  5. Work restrictions.
  6. Specification and drawing conventions.
  7. Use of the Consultant's project documents.

**1.3 PROJECT INFORMATION**

- A. Project Identification: **Sussex County Courthouse – Juror Entrance Enclosure. MC0201000028A**
1. Project Location: **1 The Circle, Georgetown, Delaware 19947**
- B. Owner: State of Delaware – OMB – Division of Facilities Management, Haslet Armory Building, 122 Martin Luther King Blvd. South, Dover, Delaware, 19901.
1. Owner's Representative: Robbie Mullin; robbie.mullin@delaware.gov
- C. Architect: RG Architects, LLC, 200 W. Main Street, Middletown, Delaware 19709.

**1.4 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The Work of Project is defined by the Contract Documents and consists of the following:
1. General Scope: At the existing exterior Juror's Entrance and Waiting Area, on the South side of the courthouse the project includes but is not limited to, the addition of a metal roof structure and an expanded portion of new brick patio and sidewalk. The open air, covered structure will provide shelter for approximately fifty (50) people standing. The area shall provide adequate ventilation and air movement with (1) ceiling fan and lighting for evening hours. The area will be ADA accessible. The existing ramp and steps will remain; however, new handrails and guardrails will be added a necessary.

B. Type of Contract:

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

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. 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: Contractor shall utilize space on-site as directed by the Owner. Areas shall be determined during the pre-construction meeting and as part of the submittal process.
  2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- C. Condition of Existing Building: Maintain portions of existing building affected by construction operations in a weathertight condition throughout construction period. Repair damage caused by construction operations.
- D. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing building(s) during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
  1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
  2. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

1.7 WORK RESTRICTIONS

- A. 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: Limit work in the existing building to normal business working hours of 8am to 4:30 pm, Monday through Friday, unless otherwise indicated. All work performed on site is to be coordinated with security.
  1. Weekend Hours: Contractor shall coordinate and request to work on weekends a minimum of 48 hours in advance. The Owner reserves the right to deny the request if necessary.
  2. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  3. Notify Owner not less than two days in advance of proposed utility interruptions.
  4. Obtain Owner's written permission before proceeding with utility interruptions.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  1. Notify Owner not less than two days in advance of proposed disruptive operations.
  2. Obtain Owner's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: **Absolutely No Smoking** permitted unless the Owner's representatives give written permission for a designated smoking area.
- E. Controlled Substances: Use of tobacco products and other controlled substances within the existing building is not permitted.

## 1.8 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.
3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.9 USE OF ARCHITECT'S & CONSULTANT'S DRAWINGS. SPECIFICATIONS & OTHER DOCUMENTS

- A. The drawings, specifications and other documents prepared by the Consultant for this Project are instruments of the Consultant's service for use solely with respect to this Project, and the Consultant shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Consultant's Drawings, Specifications, and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Consultant's Drawings, Specifications, or other documents shall not be used by the Owner or others on other projects, for additional to this Project or for completion to this Project by others, except by agreement in writing with appropriate compensation to the Consultant

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

**SECTION 01 21 00****ALLOWANCES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
  - 2. Any unused monies of the allowance shall be returned to the owner via a credit change order at the end of the project, and will be reflected in the final application for payment.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
- C. Related Sections include the following:
  - 1. Division 01 Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders for allowances.
  - 2. Division 01 Section 01 40 00 "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
  - 3. Divisions 02 through 49 Sections for items of Work covered by allowances.

**1.3 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner under allowance and shall include taxes, freight, and delivery to Project site.
- B. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.
- B. If all or part of the "Allowance" is used, the Allowance Authorization form must be fully executed and authorized. It can be found at section 01 21 16.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Includes an allowance entitled "General Owner's Allowance", in the amount of **\$10,000.** This allowance will be utilized by the owner for owner-elected changes to the work. Any or all unused allowance monies shall be returned to the owner via a credit change order at the end of the project. This allowance shall be carried as an individual line-item on the Applications for Payment.

**END OF SECTION**

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## SECTION 01 21 16

## ALLOWANCE AUTHORIZATION FORM

**Project:** Sussex County Courthouse  
Juror Entrance Enclosure  
1 The Circle  
Georgetown, Delaware 19947

**Architect:** R G Architects, LLC

**Project Contract No.:** MC0201000028A

**Contractor:**

**AAA No.:**

**Initiation Date:**

**The Allowance is allocated as follows:**

Total original Contract Allowance was:	\$
Amount of Contract Allowance Access previously authorized:	\$
Adjusted Contract Allowance prior to this authorization is:	\$
The amount of available Allowance will Decrease by this Access Authorization:	\$
The remaining Contract Allowance, after this Access Authorization will be:	\$

**Recommended by:**  
**Architect**

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

**Accepted by:**  
**Contractor**

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

**Approved by:**  
**Owner**

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

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**SECTION 01 25 00****SUBSTITUTION PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Requests for substitution must be made ten days prior to bid. This specification section applies to extra-ordinary conditions that could not be requested during the bidding period.
- B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract, but no later than 60 days after commencement of the Work.
- B. Related Sections: The following Divisions contain requirements that relate to this Section:
  - 1. Division 01 Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.
  - 2. Division 01 Section 01 40 00 "Quality Requirements" specifies requirements governing the Contractor's selection of products and product options.

**1.3 DEFINITIONS**

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
  - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
  - 2. Revisions to the Contract Documents requested by the Owner or Architect.
  - 3. Specified options of products and construction methods included in the Contract Documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

**1.4 SUBMITTALS**

- A. Substitution Request Submittal: The Architect will consider requests for substitution if received within 60 days after commencement of the Work (Item 1.1, A. above). Requests received more

than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.

1. Submit three copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals. The Contractor is solely responsible for obtaining the required forms to submit before the stated time period expires.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
  - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
  - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
  - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
  - d. Samples, where applicable or requested.
  - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
  - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
  - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
  - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later.
  - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

## PART 2 - PRODUCTS

### 1.5 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
  1. Revisions to the Contract Documents are not required.
  2. Proposed changes are in keeping with the general intent of the Contract Documents.
  3. The request is timely, fully documented, and properly submitted.

4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
  5. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
  6. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
  7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
  8. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
- B. The Contractor's submittal and the Architect's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION

(Not Used)

**END OF SECTION**

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**SECTION 01 26 00****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. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section 01 60 00 "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

**1.3 MINOR CHANGES IN THE WORK**

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

**1.4 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request, but no more than 20 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
  2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Include costs of labor and supervision directly attributable to the change.
  5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
  6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

#### 1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

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**SECTION 01 29 00**  
**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. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing preparation and submittal of Contractor's Construction Schedule and Submittals Schedule.

**1.3 SCHEDULE OF VALUES**

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
  - 1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Name of Architect.

- c. Architect's project number.
  - d. Contractor's name and address.
  - e. Date of submittal.
2. Submit draft of AIA Document G703 Continuation Sheets.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts for operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training in the amount of 5 percent of the Contract Sum.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
6. 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.
7. 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.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Include each Change Order as a new line item on the Schedule of Values.

#### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is 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.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets 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 of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 2 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. 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.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. 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. Products list.
  5. Schedule of unit prices.
  6. Submittals Schedule (preliminary if not final).
  7. List of Contractor's staff assignments.
  8. List of Contractor's principal consultants.
  9. Copies of building permits.
  10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  11. Initial progress report.
  12. Report of preconstruction conference.
  13. Certificates of insurance and insurance policies.
  14. Performance and payment bonds.
  15. Data needed to acquire Owner's insurance.
  16. Initial settlement survey and damage report if required.
- H. Application for Payment at Substantial Completion: After issuing 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.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. AIA Document G707, "Consent of Surety to Final Payment."
  7. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

**SECTION 01 31 00****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. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. Project meetings.
  - 2. Requests for Interpretation (RFIs).
- B. Related Sections include the following:
  - 1. Division 01 Section 01 32 00 "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
  - 2. Division 01 Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section 01 77 00 "Closeout Procedures" for coordinating closeout of the Contract.

**1.3 COORDINATION**

- 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 accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

1.4 PROJECT MEETINGS

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
- B. Preconstruction Conference: Schedule a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement. Hold the conference at Project site or another convenient location. Conduct the meeting to review responsibilities and personnel assignments.
  - 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. All 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. Critical work sequencing and long-lead items.
    - c. Designation of key personnel and their duties.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for RFIs.
    - f. Procedures for testing and inspecting.
    - g. Procedures for processing Applications for Payment.
    - h. Distribution of the Contract Documents.
    - i. Submittal procedures.
    - j. Preparation of Record Documents.
    - k. Use of the premises.
    - l. Work restrictions.
    - m. Owner's occupancy requirements.
    - n. Responsibility for temporary facilities and controls.
    - o. Construction waste management and recycling.
    - p. Parking availability.
    - q. Office, work, and storage areas.
    - r. Equipment deliveries and priorities.
    - s. First aid.
    - t. Security.
    - u. Progress cleaning.
    - v. Working hours.
  - 3. Minutes: Architect 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.
- D. Progress Meetings: Conduct progress meetings at biweekly intervals.

1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Interface requirements.
      - 2) Status of submittals.
      - 3) Deliveries.
      - 4) Quality and work standards.
      - 5) Status of correction of deficient items.
      - 6) Field observations.
      - 7) Request for Interpretations (RFIs).
      - 8) Status of proposal requests.
  3. Minutes: Architect will record and distribute to Contractor the meeting minutes.
- E. Coordination Meetings: Conduct Project coordination meetings at weekly intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: Each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

#### 1.5 REQUESTS FOR INTERPRETATION (RFIs)

- A. Procedure: Upon discovery of the need for interpretation of the Contract Documents, prepare and submit an RFI form. Oral RFIs will not be accepted.

1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
  2. RFIs shall only be submitted to seek clarification or interpretation of ambiguities, conflicts, discrepancies, errors, inconsistencies, or omissions in the Contract Documents.
  3. RFIs shall not take the place of Contractor figuring out information available in the Contract Documents.
  4. Each RFI shall be limited to a single issue or very closely related issue.
  5. Coordinate and promptly submit RFIs to avoid delays in Contractor's work and work of subcontractors.
  6. Reviews/responses to RFIs shall not constitute an approval or direction related to Contractor's construction means, methods, procedures, sequences, or techniques.
  7. Reviews/Responses to RFIs shall not constitute an approval or direction related to construction site safety.
- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
1. Project name.
  2. Date.
  3. Name of Contractor.
  4. Name of Architect.
  5. RFI number, numbered sequentially.
  6. Specification Section number and title and related paragraphs, as appropriate.
  7. Drawing number and detail references, as appropriate.
  8. Field dimensions and conditions, as appropriate.
  9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  10. Contractor's signature.
  11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
    - a. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
- C. Architect's Action: Architect will review each RFI, determine response required, and return it within **seven** working days. RFIs received after 1:00 p.m. will be considered as received the following working day.
1. The following RFIs will be returned without action:
    - a. Requests for approval of substitutions.
    - b. Requests for adjustments in the Contract Time or the Contract Sum.
    - c. Requests for approval of submittals.
    - d. Request for information already indicated on the Contract Documents.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or RFIs with numerous errors.
  2. RFI response may include a request for additional information, in which case Architect's time for response will start again.



3. RFI response 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."
  4. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 7 calendar days of receipt of the RFI response.
- D. 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 **seven** days if Contractor disagrees with response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log monthly to the Architect.
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Architect.
  4. RFI number including RFIs that were dropped and not submitted.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Architect's response was received.
  8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

## **END OF SECTION**

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**SECTION 01 32 00****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. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Preliminary Construction Schedule.
  - 2. Contractor's Construction Schedule.
  - 3. Submittals Schedule.
  - 4. Daily construction reports.
  - 5. Material location reports.
  - 6. Field condition reports.
  - 7. Special reports.
- B. Related Sections include the following:
  - 1. Division 01 Section 01 29 00 "Payment Procedures" for submitting the Schedule of Values.
  - 2. Division 01 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  - 3. Division 01 Section 01 33 00 "Submittal Procedures" for submitting schedules and reports.
  - 4. Division 01 Section 01 40 00 "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 activities are activities on the critical path. They 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.
- F. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time **belongs to Owner**.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- G. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- H. Major Area: A story of construction, a separate building, or a similar significant construction element.
- I. Milestone: A key or critical point in time for reference or measurement.
- J. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- K. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.4 SUBMITTALS

- A. Qualification Data: For scheduling consultant.
- B. Submittals Schedule: Submit two copies of schedule. Arrange the following information in a tabular format:
  - 1. Scheduled date for first submittal.
  - 2. Specification Section number and title.
  - 3. Submittal category (action or informational).
  - 4. Name of subcontractor.
  - 5. Description of the Work covered.
  - 6. Scheduled date for Architect's final release or approval.
- C. Preliminary Construction Schedule: Submit **two** opaque copies.

1. Approval of cost-loaded preliminary construction schedule will not constitute approval of Schedule of Values for cost-loaded activities.

## 1.5 COORDINATION

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

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."
- B. Time Frame: Extend schedule from date established for **commencement of the Work** to date of **Final** Completion.
  1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
- C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
  1. Activity Duration: Define activities so no activity is longer than **20** days, unless specifically allowed by Architect.
  2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
  5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

- D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- E. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

## 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

- A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 10 days of date established for **the Notice of Award**. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.
- B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At two week intervals, update schedule to reflect actual construction progress and activities. Issue schedule **one day** before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION**

**SECTION 01 33 00**  
**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. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
  - 1. Division 01 Section 01 29 00 "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
  - 2. Division 01 Section 01 31 00 "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
  - 3. Division 01 Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
  - 4. Division 01 Section 01 40 00 "Quality Requirements" for submitting test and inspection reports and for mockup requirements.
  - 5. Division 01 Section 01 77 00 "Closeout Procedures" for submitting warranties.
  - 6. Division 01 Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  - 7. Divisions 02 through 49 Sections for specific requirements for submittals in those Sections.

**1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

**1.4 SUBMITTAL PROCEDURES**

- A. General:

1. Contractor shall submit electronic version of each individual submittal to the Architect in a printable PDF format. Format of PDF sheet should be of the same size as the hard copy submittal.
    - a. Submittals that are larger than 11x17 shall be submitted via one hard copy in addition to the electronic version.
    - b. Door hardware submittals shall be submitted with one hard copy in addition to the electronic version.
  2. Contractor will be provided access to the Architect's secured project hosting site via a personalized password protected account. This site utilizes a web browser interface that requires internet access, and an individual email account.
  3. Contractor shall be required to complete the Architect's Electronic Project Data Request Form.
  4. Contractor will receive the necessary and applicable documentation for the purpose of providing submittals with the project hosting site when the account information is verified and configured by the Architect.
  5. Architect will return submittals electronically in PDF format.
  6. Contractor shall furnish one hard copy of each individual approved submittal as part of the final Operations and Maintenance Manuals.
- B. Finish Submittals: Items requiring color, pattern, and similar selections shall be of sufficient size and quantity to clearly illustrate full range of color, texture, and pattern for Architects approval. Submit samples for selection of finishes within 60 days after Award of Contract, or earlier if requested at the Preconstruction Conference. Allow 60 days for Architects review of each submittal.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. **Architect reserves** the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.
- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on **Architect's** receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow **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 **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 **21** days for initial review of each submittal.
  5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow **15** days for review of each submittal. Submittal will be returned to **Architect**, before being returned to Contractor.
- F. Identification: Submittal Cover Sheet shall be completed and attached to each individual hard and electronic submittals. Include Contractor's stamp with completed information. Submittals without a cover sheet will not be reviewed and will be returned to the Contractor.
- G. Deviations: **Highlight, encircle**, or otherwise specifically identify deviations from the Contract Documents on submittals.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will **return submittals, without review**, received from sources other than Contractor.
1. Transmittal Form: Utilize the FORM PROVIDED IN THE PROJECT MANUAL, and provide the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Drawing number and detail references, as appropriate.
    - j. Transmittal number, **numbered consecutively**.
    - k. Submittal and transmittal distribution record.
    - l. Remarks.
    - m. Signature of transmitter.
  2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.
- I. Resubmittals: Make resubmittals in same form as initial submittal.
1. Note date and content of previous submittal.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.

- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

## 1.5 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, access to copies of Architect's CAD files will only be provided to Prime Contractors solely for the Contractor's use in connection with the Project. Access to these files will be via a web based project site hosted by the Architect, which is subject to the terms and conditions identified in the Architect's "Electronic Project Data Request Form". This form will be provided to all successful Prime Contractors after the award of contract. The files that will be made available and the format in which they will be made available is identified in the form.

## PART 2 - PRODUCTS

### 2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Submit electronic submittals directly to project hosting site specifically established for Project.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operation and maintenance manuals.
    - k. Compliance with specified referenced standards.
    - l. Testing by recognized testing agency.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
  - 4. Submit Product Data before or concurrent with Samples.

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 use of Architect's CAD Drawings are otherwise permitted.**

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
  - a. Dimensions.
  - b. Identification of products.
  - c. Fabrication and installation drawings.
  - d. Roughing-in and setting diagrams.
  - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
  - f. Shopwork manufacturing instructions.
  - g. Templates and patterns.
  - h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
  - m. Relationship to adjoining construction clearly indicated.
  - n. Seal and signature of professional engineer if specified.
  - o. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 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 appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
  - a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  - a. Number of Samples: Submit **three** sets of Samples. Architect will retain **two** Sample sets; remainder will be returned. **Mark up and retain one returned Sample set as a Project Record Sample.**
    - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
    - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least **three** sets of paired units that show approximate limits of variations.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  1. Type of product. Include unique identifier for each product.
  2. Number and name of room or space.
  3. Location within room or space.
- F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Contractor's action.
- G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.

## 2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by individual Specification Sections.
  - 1. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - 2. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- J. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- K. Preconstruction Test Reports: Prepare 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.
- L. Compatibility Test Reports: Prepare 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.

- M. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  - 1. Preparation of substrates.
  - 2. Required substrate tolerances.
  - 3. Sequence of installation or erection.
  - 4. Required installation tolerances.
  - 5. Required adjustments.
  - 6. Recommendations for cleaning and protection.
- Q. Construction **Photographs**: Comply with requirements specified in Division 01 Section "Photographic Documentation."
- R. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect, **except as required in "Action Submittals" Article**.
  - 1. Architect will not review submittals that include MSDSs and will return or discard the entire submittal for resubmittal.

### 2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### PART 3 - EXECUTION

#### 3.1 CONSTRUCTOR'S REVIEW

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

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review submittal, make marks to indicate corrections or modifications, if required, and return it. Architect will stamp submittal with an action stamp and will mark stamp appropriately to indicate action taken as indicated on the Submittal Cover Sheet.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION**

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**SECTION 01 33 01**  
**SUBMITTAL COVER SHEET FORM**

See Continuation Sheet Attached Document.

**END OF SECTION**

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Date: \_\_\_\_\_ Submission No. \_\_\_\_\_ No. of Copies \_\_\_\_\_

TO: FROM:

R G Architects, LLC  
200 West Main Street  
Middletown, DE 19709

Project Name and No.: \_\_\_\_\_

Prime Contractor Name/Contract Number: \_\_\_\_\_

Subcontractor Name/Contract Number: \_\_\_\_\_

Product Specification Section Name/Number: \_\_\_\_\_

Drawing Number/Name: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Supplier: \_\_\_\_\_

NOTE: Use a separate Submittal Cover Sheet for each submittal Drawing or Catalog Cut.

Contractor/Subcontractor Comments: \_\_\_\_\_

Architect's Comments: \_\_\_\_\_

Contractor's Stamp:

A/E Stamp:

☐ APPROVED

Indicates submittal in design professional's opinion conforms to information given and design concept expressed in contract documents.

☐ APPROVED AS NOTED

Same as above after submittal has been modified as noted by design professional. Resubmittal is not required and Contractor may proceed in accordance with submittal as modified.

☐ NOT APPROVED

Indicates submittal in design professional's opinion does not conform with information given and design concept expressed in contract documents or that submittal does not meet procedural requirements of contract documents. Additional information may be provided by design professional.

R G ARCHITECT, LLC

Date: \_\_\_\_\_ By: \_\_\_\_\_

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## SECTION 01 40 00

### 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. This 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 Sections include the following:
  - 1. Division 01 Section 01 32 00 "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 01 Section 01 73 29 "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 3. Divisions 02 through 49 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 **Construction Manager**.

- C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. **Approved mockups establish the standard by which the Work will be judged.**
- D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.
- E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- F. 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 industry standards.
- G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- H. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- J. 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. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- K. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of **five** previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that 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.

D. 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.

## 1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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.
- C. 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.
- D. 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.

- 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 to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
  - 1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
  - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
  - 1. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to the Architect, , with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect **seven** days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
    - a. Allow **seven** days for initial review and each re-review of each mockup.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

## 1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.



1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made by the Owner.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, **and the Contract Sum will be adjusted by Change Order.**
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. 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.
1. 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.
  2. Notify testing agencies at least **24** hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  5. 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. 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.
- E. Testing Agency Responsibilities: Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.

- 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.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- 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.
- H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within **30** days of date established for **commencement of the Work**.
1. Distribution: Distribute schedule to Owner, Architect, **Construction Manager**, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

#### 1.7 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, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing 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 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. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- 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**

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**SECTION 01 50 00****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. This Section includes requirements for
  - 1. Temporary utilities, support facilities, and security and protection facilities.
  - 2. Project Signage
- B. Related Sections include the following:
  - 1. Division 01 Section 01 11 00 "Summary of Work" for limitations on utility interruptions and other work restrictions.
  - 2. Division 01 Section 01 33 00 "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
  - 3. Division 01 Section 01 73 00 "Execution" for progress cleaning requirements.

**1.3 DEFINITIONS**

- A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

**1.4 USE CHARGES**

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. 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.
- 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.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.6 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.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall 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.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch, 9-gage, 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 **galvanized steel** bases for supporting posts.

2.2 TEMPORARY FACILITIES

- A. 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.

## 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.
- 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.
  - 1. Connect temporary sewers to **municipal system** 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 authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Use of Permanent Toilets: Use of Owner's existing **is not permitted**
- E. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
  - 1. Install electric power service **underground**, unless otherwise indicated.
  - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- G. 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.
  - 2. Install lighting for Project identification sign.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel.
  - 1. At each telephone, post a list of important telephone numbers.

- a. Police and fire departments.
  - b. Ambulance service.
  - c. Contractor's home office.
  - d. Architect's office.
  - e. Engineers' offices.
  - f. Owner's office.
  - g. Principal subcontractors' field and home offices.
2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
  1. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
  2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Provide temporary OR Use designated areas of Owner's existing 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 nor endanger permanent Work or temporary facilities.
  2. Remove snow and ice as required to minimize accumulations.
- E. Project Identification and Temporary Signs: Provide Project identification and other signs. Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.
  1. Provide temporary, directional signs for construction personnel and visitors.
  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 Division 01 Section "Execution" for progress cleaning requirements.



### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that 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 Division 01 Section "Summary."
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.
  - 1. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- E. 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] [As indicated on Drawings].
  - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. **Provide Owner with one set of keys.**
- F. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

### 3.5 PROJECT SIGN

- A. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes indicated. Install signs where indicated to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs. Allow for a minimum 4'-0" x 8'-0" sign with cutouts.
  - 1. Engage an experienced sign painter to apply graphics for Project identification signs.
  - 2. Comply with details indicated in drawing and color rendering to be provided by Architect.

- B. 4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer.

### 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 paving not intended for or acceptable for integration into permanent paving. 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, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

### END OF SECTION

**SECTION 01 60 00**  
**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. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
1. Division 01 Section 01 77 00 "Closeout Procedures" for submitting warranties for Contract closeout.
  2. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.

**1.3 DEFINITIONS**

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

performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

#### 1.4 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
  2. Form: Tabulate information for each product under the following column headings:
    - a. Specification Section number and title.
    - b. Generic name used in the Contract Documents.
    - c. Proprietary name, model number, and similar designations.
    - d. Manufacturer's name and address.
    - e. Supplier's name and address.
    - f. Installer's name and address.
    - g. Projected delivery date or time span of delivery period.
    - h. Identification of items that require early submittal approval for scheduled delivery date.
  3. Initial Submittal: Within 30 days after date of commencement of the Work, submit 6 copies of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
  4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Substitution Request Form: Use facsimile of form provided at end of Section.
  2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified material or product cannot be provided.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
    - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - e. Samples, where applicable or requested.

- f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
  - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
  - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
  - j. Cost information, including a proposal of change, if any, in the Contract Sum.
  - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
  - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- a. Form of Acceptance: Change Order.
  - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

#### 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
- 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

#### 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:

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

C. Storage:

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

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
  2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
  3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

## PART 2 - PRODUCTS

## 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Architect will make selection.
  5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
  6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
  7. Or Equal or Comparable Product: Where products are specified by name and accompanied by the term "or equal" or "comparable product" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
  3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
  4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
  5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
  6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
  7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
  8. Basis-of-Design Product: Where Specifications name a product and/or include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2

"Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
  - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
  - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
  - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within 30 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
  2. Requested substitution does not require extensive revisions to the Contract Documents.
  3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  4. Substitution request is fully documented and properly submitted.
  5. Requested substitution will not adversely affect Contractor's Construction Schedule.
  6. Requested substitution has received necessary approvals of authorities having jurisdiction.
  7. Requested substitution is compatible with other portions of the Work.
  8. Requested substitution has been coordinated with other portions of the Work.
  9. Requested substitution provides specified warranty.
  10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.



## 2.3 COMPARABLE PRODUCTS

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

## PART 3 - EXECUTION (Not Used)

### END OF SECTION

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Advancement  
of Construction  
Technology

**SUBSTITUTION  
REQUEST**  
(After the Bidding Phase)

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
 To: \_\_\_\_\_ From: \_\_\_\_\_  
 Re: \_\_\_\_\_ Date: \_\_\_\_\_  
 A/E Project Number: \_\_\_\_\_  
 Contact For: \_\_\_\_\_

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
 Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_  
 Drawing Number and Title: \_\_\_\_\_ Details Numbered: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
 Installer: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Address: \_\_\_\_\_

History: ☐ New Product ☐ 2-5 years old ☐ 5-10 years old ☐ More than 10 years old

Differences between proposed substitution and specified product: \_\_\_\_\_

☐ Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: \_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Architect: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Owner: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Date Installed: \_\_\_\_\_

Proposed substitutions affects other parts of Work.

☐ No ☐ Yes; explain \_\_\_\_\_

Cost Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_).

Proposed Substitution changes Contract Time:

☐ No ☐ Yes (Add) (Deduct) \_\_\_\_\_ days.

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐

**SUBSTITUTION  
REQUEST  
(Continued)**

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The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

---

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments: \_\_\_\_\_

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**A/E's Review and Action**

- ☐ Substitution approved – Make submittals in accordance with Specification Section 01330.  
☐ Substitution approved as noted – Make submittals in accordance with Specification Section 01330.  
☐ Substitution rejected – Use specified materials.  
☐ Substitution Request received too late – Use specified materials

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Additional Comments: ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ A/E ☐ \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**SECTION 01 73 00****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. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Coordination of Owner-installed products.
  - 5. Progress cleaning.
  - 6. Starting and adjusting.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Sections include the following:
  - 1. Division 01 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
  - 2. Division 01 Section 01 33 00 "Submittal Procedures" for submitting surveys.
  - 3. Division 01 Section 01 73 29 "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
  - 4. Division 01 Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

**1.3 SUBMITTALS**

- A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: 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 and other construction affecting the Work.
  - 1. Before construction, verify the location and points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
  - 4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
  - 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. 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, submit a Request for Information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. 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.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### 3.5 PROGRESS CLEANING

- A. General: **Each Contractor** shall clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- 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: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- 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.

### 3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

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

### 3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
- E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

## END OF SECTION

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**SECTION 01 73 29**  
**CUTTING AND PATCHING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
  - 1. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

**1.3 DEFINITIONS**

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

**1.4 SUBMITTALS**

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least **10** days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
  - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
  - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
  - 3. Products: List products to be used and firms or entities that will perform the Work.
  - 4. Dates: Indicate when cutting and patching will be performed.
  - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. **Architect's Approval:** Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## 1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. **Operating elements include the following:**
  1. Primary operational systems and equipment.
  2. Air or smoke barriers.
  3. Fire-suppression systems.
  4. Communication systems.
  5. Electrical wiring systems.
- C. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- D. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

## 1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

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

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
  - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
  - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

## 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
  - 3. **Concrete and Masonry:** Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
  - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
  - 5. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
  - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
  - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    - b. Restore damaged pipe covering to its original condition.
- D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

**END OF SECTION**

**SECTION 01 74 19****CONSTRUCTION WASTE MANAGEMENT****PART 1 – GENERAL****1.1 SUMMARY**

- A. Section includes: Administrative and procedural requirements for construction waste management activities.

**1.2 DEFINITIONS**

- A. Construction, Demolition, and Land clearing (CDL) Waste: Includes all non-hazardous solid wastes resulting from construction, remodeling, alterations, repair, demolition and land clearing. Includes material that is recycled, reused, salvaged or disposed as garbage.
- B. Salvage: Recovery of materials for on-site reuse, sale or donation to a third party.
- C. Reuse: Making use of a material without altering its form. Materials can be reused on-site or reused on other projects off-site. Examples include, but are not limited to the following: Crushing or grinding of concrete for use as sub-base material. Chipping of land clearing debris for use as mulch.
- D. Recycling: The process of sorting, cleaning, treating, and reconstituting materials for the purpose of using the material in the manufacture of a new product.
- E. Source-Separated CDL Recycling: The process of separating recyclable materials in separate containers as they are generated on the job-site. The separated materials are hauled directly to a recycling facility or transfer station.
- F. Co-mingled CDL Recycling: The process of collecting mixed recyclable materials in one container on-site. The container is taken to a material recovery facility where materials are separated for recycling.
- G. Approved Recycling Facility: Any of the following:
  - 1. A facility that can legally accept CDL waste materials for the purpose of processing the materials into an altered form for the manufacture of a new product.
  - 2. Material Recovery Facility: A general term used to describe a waste-sorting facility. Mechanical, hand-separation, or a combination of both procedures, are used to recover recyclable materials.
- H. Universal waste components (UWC) are as follows: electric motors, PCB ballasts, non PCB ballasts, capacitors, contactors, circuit breakers, elemental and liquid mercury containing articles, transformers, lead acid batteries, fluorescent light bulbs, and all HID light bulbs.

**1.3 SUBMITTALS**

- A. Contractor shall develop a Waste Management Plan: Submit 3 copies of plan within 14 days of date established for the **Notice to Proceed**.
- B. Contractor shall provide Waste Management Report: Concurrent with each Application for Payment, submit **3** copies of report.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Divert a minimum of **75%** CDL waste, by weight, from the landfill by one, or a combination of the following activities:
  - 1. Salvage
  - 2. Reuse
  - 3. Source-Separated CDL Recycling
  - 4. Co-mingled CDL Recycling
- B. CDL waste materials that can be salvaged, reused or recycled include, but are not limited to, the following:
  - 1. Acoustical ceiling tiles
  - 2. Asphalt
  - 3. Asphalt shingles
  - 4. Cardboard packaging
  - 5. Carpet and carpet pad
  - 6. Concrete
  - 7. Drywall
  - 8. Fluorescent lights and ballasts
  - 9. Land clearing debris (vegetation, stumpage, dirt)
  - 10. Metals
  - 11. Paint (through hazardous waste outlets)
  - 12. Wood
  - 13. Plastic film (sheeting, shrink wrap, packaging)
  - 14. Window glass
  - 15. Wood
  - 16. Field office waste, including office paper, aluminum cans, glass, plastic, and office cardboard.

#### 1.5 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED Accredited Professional, certified by the USGBC as waste management coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Conduct construction waste management activities in accordance with hauling and disposal regulations of all authorities having jurisdiction and all other applicable laws and ordinances.



- D. Preconstruction Conference: Schedule and conduct meeting at Project site prior to construction activities.
1. Attendees: Inform the following individuals whose presence is required, of date and time of meeting.
    - a. Owner
    - b. Architect
    - c. Contractor's superintendent
    - d. Major subcontractors
    - e. Waste Management Coordinator
    - f. Other concerned parties.
  2. Agenda Items: Review methods and procedures related to waste management including, but not limited to, the following:
    - a. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
    - b. Review requirements for documenting quantities of each type of waste and its disposition.
    - c. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
    - d. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
    - e. Review waste management requirements for each trade.
  3. Minutes: Record discussion. Distribute meeting minutes to all participants.  
Note: If there is a Project Architect, they will perform this role.

1.6 WASTE MANAGEMENT PLAN – Contactor shall develop and document the following:

- A. Develop a plan to meet the requirements listed in this section at a minimum. Plan shall consist of waste identification, waste reduction plan and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight throughout the plan.
- B. Indicate anticipated types and quantities of demolition, site-cleaning and construction waste generated by the project. List all assumptions made for the quantities estimates.
- C. List each type of waste and whether it will be salvaged, recycled, or disposed of in an landfill. The plan should included the following information:
  1. Types and estimated quantities, by weight, of CDL waste expected to be generated during demolition and construction.
  2. Proposed methods for CDL waste salvage, reuse, recycling and disposal during demolition including, but not limited to, one or more of the following:
    - a. Contracting with a deconstruction specialist to salvage materials generated,
    - b. Selective salvage as part of demolition contractor's work,
    - c. Reuse of materials on-site or sale or donation to a third party.

3. Proposed methods for salvage, reuse, recycling and disposal during construction including, but not limited to, one or more of the following:
    - a. Requiring subcontractors to take their CDL waste to a recycling facility;
    - b. Contracting with a recycling hauler to haul recyclable CDL waste to an approved recycling or material recovery facility;
    - c. Processing and reusing materials on-site;
    - d. Self-hauling to a recycling or material recovery facility.
  4. Name of recycling or material recovery facility receiving the CDL wastes.
  5. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
  2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  3. Total cost of disposal (with no waste management).
  4. Revenue from salvaged materials.
  5. Revenue from recycled materials.
  6. Savings in hauling and tipping fees by donating materials.
  7. Savings in hauling and tipping fees that are avoided.
  8. Handling and transportation costs. Including cost of collection containers for each type of waste.
  9. Net additional cost or net savings from waste management plan.

## PART 2 - PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.1 CONSTRUCTION WASTE MANAGEMENT, GENERAL

- A. Provide containers for CDL waste that is to be recycled clearly labeled as such with a list of acceptable and unacceptable materials. The list of acceptable materials must be the same as the materials recycled at the receiving material recovery facility or recycling processor.
- B. The collection containers for recyclable CDL waste must contain no more than 10% non-recyclable material, by volume.
- C. Provide containers for CDL waste that is disposed in a landfill clearly labeled as such.
- D. Use detailed material estimates to reduce risk of unplanned and potentially wasteful cuts.
- E. To the greatest extent possible, include in material purchasing agreements a waste reduction provision requesting that materials and equipment be delivered in packaging made of recyclable material, that they reduce the amount of packaging, that packaging be taken back

for reuse or recycling, and to take back all unused product. Insure that subcontractors require the same provisions in their purchase agreements.

F. Conduct regular visual inspections of dumpsters and recycling bins to remove contaminants.

### 3.2 SOURCE SEPARATION

A. General: Contractor shall separate recyclable materials from CDL waste to the maximum extent possible.

Separate recyclable materials by type.

1. Provide containers, clearly labeled, by type of separated materials or provide other storage method for managing recyclable materials until they are removed from Project site.
2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water and to minimize pest attraction. Cover to prevent windblown dust.
3. Stockpile materials away from demolition area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from weather.

### 3.3 CO-MINGLED RECYCLING

A. General: Do not put CDL waste that will be disposed in a landfill into a co-mingled CDL waste recycling container.

### 3.4 REMOVAL OF CONSTRUCTION WASTE MATERIALS

- A. Remove CDL waste materials from project site on a regular basis. Do not allow CDL waste to accumulate on-site.
- B. Transport CDL waste materials off Owner's property and legally dispose of them.
- C. Burning of CDL waste is not permitted.

### 3.5 UNIVERSAL WASTE DIVERSION

- A. Remove all universal waste from fixtures, panels, and related devices for proper diversion and reclamation.
- B. Store all universal waste in containers provided by contact person within facilities operations.
- C. Store all universal waste in a secured location and request periodic removal from assigned contact person.
- D. Exemption: electric motors, circuit breakers, transformers and lighting contactors are exempt from this provision provided the contractor chooses to salvage or reuse the components.
- E. No identified universal waste will be discarded into the waste stream.

**END OF SECTION**

WASTE MANAGEMENT PROGRESS REPORT				
MATERIAL CATEGORY	DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL	DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE		
		Recycled	Salvaged	Reused
1. Acoustical Ceiling Tiles				
2. Asphalt				
3. Asphalt Shingles				
4. Cardboard Packaging				
5. Carpet and Carpet Pad				
6. Concrete				
7. Drywall				
8. Fluorescent Lights and Ballasts				
9. Land Clearing Debris (vegetation, stumpage, dirt)				
10. Metals				
11. Paint (through hazardous waste outlets)				
12. Wood				
13. Plastic Film (sheeting, shrink wrap, packaging)				
14. Window Glass				
15. Field Office Waste (office paper, aluminum cans, glass, plastic, and coffee cardboard)				
16. Other (insert description)				
17. Other (insert description)				
Total (In Weight)		(TOTAL OF ALL ABOVE VALUES – IN WEIGHT)		
		Percentage of Waste Diverted	(TOTAL WASTE DIVIDED BY TOTAL DIVERTED)	

**END OF SECTION**

**SECTION 01 77 00**  
**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. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
  2. Warranties.
  3. Final cleaning.
- B. Related Sections include the following:
1. Division 01 Section 01 29 00 "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
  2. Division 01 Section 01 73 00 "Execution" for progress cleaning of Project site.
  3. Division 01 Section 01 78 39 "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
  4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

**1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  2. Advise Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
9. Complete final cleaning requirements, including touchup painting.
10. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Reinspection will occur during final inspection.
2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. **Inspections by the Architect, requested by the Contractor after the second punch list inspection, shall be at the cost of the Contractor. Costs shall be on a time and material basis and back charged to the Contractor's contract with the Owner.**

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

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
  2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
  3. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Contractor.
    - e. Page number.

### 1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
  2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
  3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

### 1.7 CLOSEOUT DOCUMENT CHECKLIST

1. Form G704 Substantial Completion
2. Form G706 Affidavit of Payment of Debts and Claims
3. Form 706A Release of Liens Contractor / Subcontractor
4. Form 707 Consent of Surety Company
5. Final Payment App

6. Certificate of Occupancy
7. Environmental Certificates
8. Warranties (Letter of Guarantee and Warranty Info)
9. O&M Manuals
10. Hard Copy of As-Built Drawings
11. 2 sets of drawing discs. Update CAD files
12. Test & Balancing Reports
13. Field Reports / Inspection Reports
14. Pest Control Final Inspection Report & Warranty (Slabs over 400SF)
15. Record Shop Drawings and submittals
16. Affidavit of Discharge of State Tax Liability
17. Copy of completed final punch list signed off on by Owner's Rep
18. Punch list Closeout Letter

## 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: Provide 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 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 snow and ice to provide safe access to building.
    - e. 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.
    - f. Leave Project clean and ready for occupancy.



- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

**END OF SECTION**

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**SECTION 01 78 39****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. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
1. Record Drawings.
  2. Record Specifications.
  3. Record Product Data.
- B. Related Sections include the following:
1. Division 01 Section 01 77 00 "Closeout Procedures" for general closeout procedures.
  2. Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

**1.3 SUBMITTALS**

- A. Record Drawings: Comply with the following:
1. Number of Copies: Submit copies of Record Drawings as follows:
    - a. Initial Submittal: Submit **one** set(s) of **plots from corrected Record CAD Drawings** and **one** set(s) of marked-up Record Prints. Architect will initial and date each **plot** and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return **plots** and prints for organizing into sets, printing, binding, and final submittal.
    - b. Final Submittal: Submit **one** set(s) of marked-up Record Prints, **one** set(s) of Record Transparencies, Print each Drawing, whether or not changes and additional information were recorded.
  - 1) Electronic Media: **CD-R GOLD Label**.
- B. Record Specifications: Submit **one copy** of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit **one copy** of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
  - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
  - b. Accurately record information in an understandable drawing technique.
  - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
  - a. Dimensional changes to Drawings.
  - b. Revisions to details shown on Drawings.
  - c. Depths of foundations below first floor.
  - d. Locations and depths of underground utilities.
  - e. Changes made by Change Order or Change Directive.
  - f. Changes made following Architect's written orders.
  - g. Details not on the original Contract Drawings.
  - h. Field records for variable and concealed conditions.
  - i. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

- B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.
1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
  2. Refer instances of uncertainty to Architect for resolution.
  3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.
  4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Architect will make the Contract Drawings available to Contractor's print shop.
- C. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
  2. Format: **DWG**, Most recent Version AutoCAD, operating in **Microsoft Windows** operating system.
  3. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
  4. Refer instances of uncertainty to Architect for resolution.
  5. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
    - a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
    - b. CAD Software Program: The Contract Drawings are available in AutoCAD 2010.
- D. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
  2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- E. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.

3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:
  - a. Project name.
  - b. Date.
  - c. Designation "PROJECT RECORD DRAWINGS."
  - d. Name of Architect **and Construction Manager**.
  - e. Name of Contractor.

## 2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
  1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, **Record Specifications**, and Record Drawings where applicable.

## 2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

## PART 3 - EXECUTION

### 3.1 RECORDING AND MAINTENANCE

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

**END OF SECTION**

## SECTION 02 41 19

### SELECTIVE DEMOLITION

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

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

###### B. Related Requirements:

1. Division 01 Section 01 11 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Division 01 Section 01 73 00 "Execution" for cutting and patching procedures.

##### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- C. 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.

##### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

##### 1.4 PREINSTALLATION MEETINGS

- A. Predemolition Conference if Required by Owner or Architect: 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.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. 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. Use of elevator and stairs.
  5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- B. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations.
- C. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

#### 1.6 CLOSEOUT SUBMITTALS

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

#### 1.7 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- 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.

## 1.8 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.
- 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.

## 1.9 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 ANSI/ASSP 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 and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

### 3.2 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. Arrange to shut off utilities with utility companies.
  - 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 fire-suppression systems, 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.

### 3.3 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.
- 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.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level.

2. 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 **<Four>** hours after flame-cutting operations.
  6. Maintain adequate ventilation when using cutting torches.
  7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  10. Dispose of demolished items and materials promptly. **Comply with requirements in Section 017419 "Construction Waste Management"**
- 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. 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 reinstalled in their original locations after selective demolition operations are complete.

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

### 3.6 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, and recycle or dispose of them according to Section 017419 "Construction Waste Management"]**
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. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Section 017419 "Construction Waste Management"

B. Burning: Do not burn demolished materials.

### 3.7 CLEANING

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

### 3.8 SELECTIVE DEMOLITION SCHEDULE

- A. Remove:
  1. See Demolition Plans
- B. Existing to Remain:
  1. See Demolition Plans

**END OF SECTION**

**SECTION 03 30 00****CAST-IN-PLACE CONCRETE****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, and placement procedures.

**1.3 DEFINITIONS**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.

**1.5 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For [Installer] [manufacturer] [testing agency].
- B. Welding certificates.
- C. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.

2. Admixtures.
3. Form materials and form-release agents.
4. Steel reinforcement and accessories.
5. Repair materials.

D. Material Test Reports: For the following, from a qualified testing agency:

1. Aggregates[: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity].

E. Field quality-control reports.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency,[ acceptable to authorities having jurisdiction,] qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
  1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
  2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- D. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M.

#### 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.[ Avoid damaging coatings on steel reinforcement.]

## 1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 deg F (4.4 deg C) for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301 (ACI 301M).
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 (ACI 301M) and ACI 305.1 (ACI 305.1M), and as follows:
1. Maintain concrete temperature below 90 deg F (32 deg C) at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## PART 2 - PRODUCTS

## 2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301 (ACI 301M).
  2. ACI 117 (ACI 117M).

## 2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
1. Plywood, metal, or other approved panel materials.
  2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
    - a. High-density overlay, Class 1 or better.
    - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
    - c. Structural 1, B-B or better; mill oiled and edge sealed.
    - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
  3. Overlaid Finnish birch plywood.

- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- D. Pan-Type Forms: Glass-fiber-reinforced plastic or formed steel, stiffened to resist plastic concrete loads without detrimental deformation.
- E. Void Forms: Biodegradable paper surface, treated for moisture resistance, structurally sufficient to support weight of plastic concrete and other superimposed loads.
- F. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch (19 by 19 mm), minimum.
- G. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- H. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
  - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- I. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
  - 1. Furnish units that leave no corrodible metal closer than 1 inch (25 mm) to the plane of exposed concrete surface.
  - 2. Furnish ties that, when removed, leave holes no larger than 1 inch (25 mm) in diameter in concrete surface.
  - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.

## 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420), deformed.
- B. Low-Alloy-Steel Reinforcing Bars: ASTM A 706/A 706M, deformed.

## 2.4 REINFORCEMENT ACCESSORIES

- A. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.



## 2.5 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
1. Portland Cement: ASTM C 150/C 150M, [Type I] [Type II] [Type I/II] [Type III] [Type V], [gray] [white].
  2. Fly Ash: ASTM C 618, [Class F] [Class F or C].
  3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
  4. Blended Hydraulic Cement: ASTM C 595/C 595M, [Type IS, portland blast-furnace slag] [Type IP, portland-pozzolan] [Type IL, portland-limestone] [Type IT, ternary blended] cement.
  5. Silica Fume: ASTM C 1240, amorphous silica.
- C. Normal-Weight Aggregates: ASTM C 33/C 33M, [Class 3S] [Class 3M] [Class 1N] <Insert class> coarse aggregate or better, graded. Provide aggregates from a single source[ with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials].
1. Maximum Coarse-Aggregate Size: [1-1/2 inches (38 mm)] [1 inch (25 mm)] [3/4 inch (19 mm)] <Insert dimension> nominal.
  2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Air-Entraining Admixture: ASTM C 260/C 260M.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
- F. Water: ASTM C 94/C 94M and potable.

## 2.6 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: [ASTM D 1751, asphalt-saturated cellulosic fiber] [or] [ASTM D 1752, cork or self-expanding cork].
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, [epoxy resin with a Type A shore durometer hardness of 80] [aromatic polyurea with a Type A shore durometer hardness range of 90 to 95] according to ASTM D 2240.

- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, nonredispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
  - 1. [Types I and II, nonload bearing] [Types IV and V, load bearing], for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Reglets: Fabricate reglets of not less than 0.022-inch- (0.55-mm-) thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- F. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034 inch (0.85 mm) thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.

## 2.7 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch (3.2 mm) and that can be feathered at edges to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by underlayment manufacturer.
  - 4. Compressive Strength: Not less than [4100 psi (29 MPa)] <Insert strength> at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch (6.4 mm) and that can be filled in over a scarified surface to match adjacent floor elevations.
  - 1. Cement Binder: ASTM C 150/C 150M, portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
  - 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
  - 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch (3.2 to 6 mm) or coarse sand as recommended by topping manufacturer.
  - 4. Compressive Strength: Not less than [5000 psi (34.5 MPa)] <Insert strength> at 28 days when tested according to ASTM C 109/C 109M.

## 2.8 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301 (ACI 301M).

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials:[ Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.] [ Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:]
  1. Fly Ash: 25 percent.
  2. Combined Fly Ash and Pozzolan: 25 percent.
  3. Slag Cement: 50 percent.
  4. Combined Fly Ash or Pozzolan and Slag Cement: 50 percent portland cement minimum, with fly ash or pozzolan not exceeding 25 percent.
  5. Silica Fume: 10 percent.
  6. Combined Fly Ash, Pozzolans, and Silica Fume: 35 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
  7. Combined Fly Ash or Pozzolans, Slag Cement, and Silica Fume: 50 percent with fly ash or pozzolans not exceeding 25 percent and silica fume not exceeding 10 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to [0.06] [0.15] [0.30] [1.00] <Insert number> percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use [water-reducing] [high-range water-reducing] [or] [plasticizing] admixture in concrete, as required, for placement and workability.
  2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
  3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a w/c ratio below 0.50.
  4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
- E. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

## 2.9 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings and piers: Normal-weight concrete.
  1. Minimum Compressive Strength: 3000 at 28 days.
  2. Maximum W/C Ratio: [0.50] [0.45] [0.40] <Insert number>.
  3. Slump Limit: [4 inches (100 mm)] [5 inches (125 mm)] [8 inches (200 mm)] for concrete with verified slump of 2 to 4 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture] <Insert limits>, plus or minus 1 inch (25 mm).
  4. Air Content: [5.5] <Insert number> percent, plus or minus 1.5 percent at point of delivery for 1-1/2-inch (38-mm) nominal maximum aggregate size.
  5. Air Content: [6] <Insert number> percent, plus or minus 1.5 percent at point of delivery for [1-inch (25-mm)] [3/4-inch (19-mm)] nominal maximum aggregate size.

2.10 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M, and furnish batch ticket information.
  - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For mixer capacity of 1 cu. yd. (0.76 cu. m) or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For mixer capacity larger than 1 cu. yd. (0.76 cu. m), increase mixing time by 15 seconds for each additional 1 cu. yd. (0.76 cu. m).
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 (ACI 301M), to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117 (ACI 117M).
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
  - 1. Install keyways, reglets, recesses, and the like, for easy removal.
  - 2. Do not use rust-stained steel form-facing material.
- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

- F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- G. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- H. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- I. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- J. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.
  - 2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
  - 3. Install dovetail anchor slots in concrete structures as indicated.

### 3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
  - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
  - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.

### 3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
  - 1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

### 3.5 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.
- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301 (ACI 301M).
  - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.

### 3.6 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
  - 1. Defer joint filling until concrete has aged at least [one] [six] month(s). Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

### 3.7 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 (1.18-mm) sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch (13 mm) in any dimension to solid concrete. Limit cut depth to 3/4 inch (19 mm). Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
  2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
  3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch (0.25 mm) wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
  2. After concrete has cured at least 14 days, correct high areas by grinding.
  3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
  4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
  5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch (6 mm) to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
  6. Repair defective areas, except random cracks and single holes 1 inch (25 mm) or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch (19-mm) clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
  7. Repair random cracks and single holes 1 inch (25 mm) or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.8 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Agency: Engage a qualified testing and inspecting agency to perform tests and inspections and to submit reports.
- C. Inspections:
  - 1. Steel reinforcement placement.
  - 2. Steel reinforcement welding.
  - 3. Headed bolts and studs.
  - 4. Verification of use of required design mixture.
  - 5. Concrete placement, including conveying and depositing.
  - 6. Curing procedures and maintenance of curing temperature.
  - 7. Verification of concrete strength before removal of shores and forms from beams and slabs.
- D. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd. (4 cu. m), but less than 25 cu. yd. (19 cu. m), plus one set for each additional 50 cu. yd. (38 cu. m) or fraction thereof.
  - 2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. (76 cu. m) or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
  - 4. Air Content: ASTM C 231/C 231M, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - 5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F (4.4 deg C) and below or 80 deg F (27 deg C) and above, and one test for each composite sample.
  - 6. Unit Weight: ASTM C 567/C 567M, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  - 7. Compression Test Specimens: ASTM C 31/C 31M.
    - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
    - b. Cast and field cure two sets of two standard cylinder specimens for each composite sample.



8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
  - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
  - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi (3.4 MPa).
11. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

**END OF SECTION**

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**SECTION 04 01 20.63**  
**BRICK MASONRY REPAIR**

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. Repairing brick masonry.
  - 2. Removing abandoned anchors.

1.3 DEFINITIONS

- A. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- B. Saturation Coefficient: Ratio of the weight of water absorbed during immersion in cold water to weight absorbed during immersion in boiling water; used as an indication of resistance of bricks to freezing and thawing.

1.4 SEQUENCING AND SCHEDULING

- A. Order sand **and gray portland cement** for colored mortar immediately after approval of **Samples**. Take delivery of and store at Project site enough quantity to complete Project.
- B. Work Sequence: Perform brick masonry repair work in the following sequence, which includes work specified in this and other Sections:
  - 1. Remove plant growth.
  - 2. Inspect masonry for open mortar joints and point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
  - 3. Remove paint.
  - 4. Clean masonry.
  - 5. Rake out mortar from joints surrounding masonry to be replaced and from joints adjacent to masonry repairs along joints.
  - 6. Repair masonry, including replacing existing masonry with new masonry materials.
  - 7. Rake out mortar from joints to be repointed.
  - 8. Point mortar and sealant joints.

9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
  10. Where water repellents are to be used on or near masonry work, delay application of these chemicals until after pointing and cleaning.
- C. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in bricks according to "Brick Masonry Patching" Article. Patch holes in mortar joints according to Section 040120.64 "Brick Masonry Repointing."

## 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
  2. Include recommendations for product application and use.
  3. Include test data substantiating that products comply with requirements.
- B. Shop Drawings:
1. Include plans, elevations, sections, and locations of replacement bricks on the structure, showing relation of existing and new or relocated units.
  2. Show provisions for expansion joints or other sealant joints.
  3. Show provisions for flashing, lighting fixtures, conduits, and weep holes as required.
  4. Show locations of scaffolding and points of scaffolding in contact with masonry. Include details of each point of contact or anchorage.
- C. Samples for Initial Selection: For the following:
1. Colored Mortar: Submit sets of mortar that will be left exposed in the form of sample mortar strips, 6 inches (150 mm) long by **1/4 inch (6 mm)** wide, set in aluminum or plastic channels.
    - a. Have each set contain a close color range of at least **three** Samples of different mixes of colored sands and cements that produce a mortar matching existing, cleaned mortar when cured and dry.
    - b. Submit with precise measurements on ingredients, proportions, gradations, and source of colored sands from which each Sample was made.
  2. Sand Types Used for Mortar: Minimum 8 oz. (240 mL) of each in plastic screw-top jars.
  3. Patching Compound: Submit sets of patching compound Samples in the form of plugs (patches in drilled holes) in sample units of masonry representative of the range of masonry colors on the building.
    - a. Have each set contain a close color range of at least **three** of different mixes of patching compound that matches the variations in existing masonry when cured and dry.
  4. Include similar Samples of accessories involving color selection.

D. Samples for Verification: For the following:

1. Each type of brick unit to be used for replacing existing units. Include sets of Samples to show the full range of shape, color, and texture to be expected. For each brick type, provide straps or panels containing at least four bricks. Include multiple straps for brick with a wide range.
2. Each type of patching compound in the form of briquettes, at least 3 inches (75 mm) long by 1-1/2 inches (38 mm) wide. Document each Sample with manufacturer and stock number or other information necessary to order additional material.
3. Accessories: Each type of accessory and miscellaneous support.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For **brick masonry specialist**.
- B. Preconstruction Test Reports: For **replacement bricks**.
- C. Quality-control program.

1.7 QUALITY ASSURANCE

- A. Brick Masonry Repair Specialist Qualifications: Engage an experienced brick masonry repair firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing masonry is insufficient experience for masonry repair work.
  1. Field Supervision: Brick masonry repair specialist firm shall maintain experienced full-time supervisors on Project site during times that brick masonry repair work is in progress.
  2. Brick Masonry Repair Worker Qualifications: **When bricks are being patched, assign at least one worker per crew who is trained and certified by manufacturer of patching compound to apply its products**
- B. Quality-Control Program: Prepare a written quality-control program for this Project to systematically demonstrate the ability of personnel to properly follow methods and use materials and tools without damaging masonry. Include provisions for supervising performance and preventing damage.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver bricks to Project site strapped together in suitable packs or pallets or in heavy-duty cartons and protected against impact and chipping.
- B. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- E. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- F. Handle bricks to prevent overstressing, chipping, defacement, and other damage.

## 1.9 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit brick masonry repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits: Repair brick masonry only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for masonry repair unless otherwise indicated:
  - 1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, masonry repair materials, and existing masonry walls to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
  - 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect masonry repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and repair materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Source Limitations: Obtain each type of material for repairing brick masonry (brick, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

## 2.2 MASONRY MATERIALS

- A. Face Brick: As required to complete brick masonry repair work.
  - 1. Brick Matching Existing: Units with colors, color variation within units, surface texture, size, and shape that match existing brickwork and with physical properties.
    - a. For existing brickwork that exhibits a range of colors or color variation within units, provide brick that proportionally matches that range and variation rather than brick that matches an individual color within that range.
  - 2. Tolerances as Fabricated: **According to tolerance requirements in ASTM C216, Type FBX & FBS**
- B. Building Brick: ASTM C62, of same vertical dimension as face brick, for masonry work concealed from view.
  - 1. Grade SW where in contact with earth.
  - 2. **Grade SW or MW** for concealed backup.

## 2.3 MORTAR MATERIALS

- A. Portland Cement: ASTM C150/C150M, Type I or Type II, except Type III may be used for cold-weather construction; white **or gray, or both** where required for color matching of mortar.
  - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C114.
- B. Hydrated Lime: ASTM C207, Type S.
- C. Masonry Cement: ASTM C91/C91M.
- D. Mortar Cement: ASTM C1329/C1329M.
- E. Mortar Sand: ASTM C144.
  - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
  - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C979/C979M, compounded for use in mortar mixes, and having a record of satisfactory performance in masonry mortars.
- G. Water: Potable.

## 2.4 MANUFACTURED REPAIR MATERIALS

- A. Brick Patching Compound: Factory-mixed cementitious product that is custom manufactured for patching brick masonry.
  - 1. Use formulation that is vapor and water permeable (equal to or more than the brick), exhibits low shrinkage, has lower modulus of elasticity than bricks being repaired, and develops high bond strength to all types of masonry.
  - 2. Use formulation having working qualities and retardation control to permit forming and sculpturing where necessary.
  - 3. Formulate patching compound in colors and textures to match each brick being patched. Provide **sufficient number of** colors to enable matching of the color, texture, and variation of each unit.

## 2.5 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to masonry, sized to suit joint thicknesses and bed depths of bricks, less the required depth of pointing materials unless removed before pointing.
- B. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- C. Antirust Coating: Fast-curing, lead- and chromate-free, self-curing, universal modified-alkyd primer according to **MPI #23 (surface-tolerant, anticorrosive metal primer) or [SSPC-Paint 20 or SSPC-Paint 29 zinc-rich coating]**
  - 1. VOC Limit: Use coating with a VOC content of **400 g/L (3.3 lb/gal.)** or less.
- D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
  - 1. Previous effectiveness in performing the work involved.
  - 2. Minimal possibility of damaging exposed surfaces.
  - 3. Consistency of each application.
  - 4. Uniformity of the resulting overall appearance.
  - 5. Do not use products or tools that could leave residue on surfaces.

## 2.6 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Architect's approval.
  - 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.



- C. Do not use admixtures in mortar unless otherwise indicated.
- D. Mixes: Mix mortar materials in the following proportions:
  - 1. Rebuilding (Setting) Mortar by Type: ASTM C270, Proportion Specification, **Type N** unless otherwise indicated; with cementitious material limited to **compatible with existing mortar and brick**.
  - 2. Pigmented, Colored Mortar: Add mortar pigments to produce exposed, setting (rebuilding) mortar of colors required.

## PART 3 - EXECUTION

### 3.1 PROTECTION

- A. Prevent mortar from staining face of surrounding masonry and other surfaces.
  - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
  - 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
  - 3. Immediately remove mortar splatters in contact with exposed masonry and other surfaces.
- B. Remove gutters and downspouts and associated hardware adjacent to masonry and store during masonry repair. Reinstall when repairs are complete.
  - 1. Provide temporary rain drainage during work to direct water away from building.

### 3.2 MASONRY REPAIR, GENERAL

- A. Appearance Standard: Repaired surfaces are to have a uniform appearance as viewed from [**20 feet (6 m)**] by Architect.
- B. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. **Coordinate with new flashing, reinforcement, and lintels, which are specified in other Sections.**
- C. Notify Architect of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing masonry backup, rotted wood, rusted metal, and other deteriorated items.
- D. Remove in an undamaged condition as many whole bricks as possible.
  - 1. Remove mortar, loose particles, and soil from brick by cleaning with hand chisels, brushes, and water.
  - 2. Remove sealants by cutting close to brick with utility knife and cleaning with solvents.
  - 3. Store brick for reuse. Store off ground, on skids, and protected from weather.
  - 4. Deliver cleaned brick not required for reuse to Owner unless otherwise indicated.
- E. Clean masonry surrounding removal areas by removing mortar, dust, and loose particles in preparation for brick replacement.

- F. Replace removed damaged brick with other removed brick in good condition, where possible, with new brick, **matching existing** brick. Do not use broken units unless they can be cut to usable size.
- G. Install replacement brick into bonding and coursing pattern of existing brick. If cutting is required, use a motor-driven saw designed to cut masonry with clean, sharp, unchipped edges.
  - 1. Maintain joint width for replacement units to match existing joints.
  - 2. Use setting buttons or shims to set units accurately spaced with uniform joints.
- H. Lay replacement brick with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter ends with enough mortar to fill head joints and shove into place. Wet both replacement and surrounding bricks that have ASTM C67 initial rates of absorption (suction) of more than 30 g/30 sq. in. per min. (30 g/194 sq. cm per min.) Use wetting methods that ensure that units are nearly saturated but surface is dry when laid.
  - 1. Tool exposed mortar joints in repaired areas to match joints of surrounding existing brickwork.
  - 2. Rake out mortar used for laying brick before mortar sets according to Section 040120.64 "Brick Masonry Repointing." Point at same time as repointing of surrounding area.
  - 3. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- I. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
  - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

### 3.3 BRICK MASONRY PATCHING

#### A. Patching Bricks:

- 1. Remove loose material from masonry surface. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least [**1/4 inch (6 mm)**] thick, but not less than recommended in writing by patching compound manufacturer.
- 2. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of brick.
- 3. Mix patching compound in individual batches to match each unit being patched. Combine one or more colors of patching compound, as needed, to produce exact match.
- 4. Rinse surface to be patched and leave damp, but without standing water.
- 5. Brush-coat surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- 6. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.
- 7. Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of brick. Shape and finish surface before or after curing, as determined by testing, to best match existing brick.
- 8. Keep each layer damp for 72 hours or until patching compound has set.

9. Remove and replace patches with hairline cracks or that show separation from brick at edges, and those that do not match adjoining brick in color or texture.

### 3.4 FINAL CLEANING

- A. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter; use wood scrapers, stiff-nylon or -fiber brushes, and clean water applied by low-pressure spray.
  1. Do not use metal scrapers or brushes.
  2. Do not use acidic or alkaline cleaners.
- B. Clean adjacent nonmasonry surfaces. Use detergent and soft brushes or cloths.
- C. Clean mortar and debris from roof; remove debris from gutters and downspouts. Rinse off roof and flush gutters and downspouts.
- D. Remove masking materials, leaving no residues that could trap dirt.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Architect's Project Representatives: Architect will assign Project representatives to help carry out Architect's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Architect's Project representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.
- C. Notify **Architect's Project representatives** in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until **Architect's Project representatives** have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

### 3.6 MASONRY WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess masonry materials are Contractor's property.
- B. Masonry Waste: Remove masonry waste and legally dispose of off Owner's property.

**END OF SECTION**

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## **SECTION 04 20 00**

### **UNIT MASONRY**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

##### **1.02 SECTION INCLUDES**

- A. Concrete block.
- B. Decorative concrete block.
- C. Mortar and grout.
- D. Reinforcement and anchorage.
- E. Flashings.
- F. Lintels.
- G. Accessories.

##### **1.03 RELATED REQUIREMENTS**

- A. Division 05 Section 05 12 00 "Structural Steel Framing:" Anchor sections of adjustable masonry anchors for connecting to structural frame.

##### **1.04 REFERENCE STANDARDS**

- A. ACI 530.1/ASCE 6/TMS 602 - Building Code Requirements and Specifications for Masonry Structures.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- C. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications.
- D. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.
- E. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.

- F. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement.
- G. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
- H. ASTM C1019 - Standard Test Method for Sampling and Testing Grout for Masonry.
- I. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
- J. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units.
- K. ASTM C140/C140M - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
- L. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- M. ASTM C150/C150M - Standard Specification for Portland Cement.
- N. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- O. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- P. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
- Q. ASTM C476 - Standard Specification for Grout for Masonry.
- R. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- S. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete.
- T. ASTM C1072 - Standard Test Methods for Measurement of Masonry Flexural Bond Strength.
- U. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry.
- V. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms.
- W. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete.
- X. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry.
- Y. ASTM E488/E488M - Standard Test Methods for Strength of Anchors in Concrete Elements.
- Z. ASTM E514/E514M - Standard Test Method for Water Penetration and Leakage Through Masonry.
- AA. BIA Technical Notes No. 7 - Water Penetration Resistance – Design and Detailing.
- BB. NCMA TEK 10-2B - Control Joints for Concrete Masonry Walls—Empirical Method NCMA TEK National Concrete Masonry Association an information series from the national authority on concrete masonry technology.
- CC. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures.
- DD. UL (FRD) - Fire Resistance Directory.

## 1.05 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting two weeks before starting work of this section; require attendance by all relevant installers.

## 1.06 SUBMITTALS

- A. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- B. Samples: Submit four samples of decorative block units to illustrate color, texture, and extremes of color range.
- C. Material Certificate: Certify that masonry units meet or exceed specified requirements. Include statements of material properties indicating compliance with requirements including compliance with standards and type designations within standards. Provide for each type and size of the following:
  - 1. Masonry units.
- D. Include material test reports substantiating compliance with requirements.
  - 1. For masonry units used in structural masonry, include data and calculations establishing average net-area compressive strength of units.
    - a. Cementitious materials. Include brand, type, and name of manufacturer.
  - 2. Preblended, dry mortar mixes. Include description of type and proportions of ingredients.
  - 3. Grout mixes. Include description of type and proportions of ingredients.
  - 4. Reinforcing bars.
  - 5. Joint reinforcement.
  - 6. Anchors, ties, and metal accessories.
- E. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
  - 1. Include test reports, per ASTM C1019, for grout mixes required to comply with compressive strength requirement.
- F. Statement of Compressive Strength of Masonry: For each combination of masonry unit type and mortar type, provide statement of average net-area compressive strength of masonry units, mortar type, and resulting net-area compressive strength of masonry determined according to Tables 1 and 2 in TMS 402/602.
- G. Cold-Weather Procedures: Detailed description of methods, materials, and equipment to be used to comply with cold-weather requirements.
- H. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- I. Manufacturer's Certificate: Certify that water repellent admixture manufacturer has certified masonry unit manufacturer as an approved user of water repellent admixture in the manufacture of concrete block.

- J. Test Reports: Concrete masonry manufacturer's test reports for units with integral water repellent admixture.
- K. Manufacturer's Qualification Statement.
- L. Installer's Qualification Statement.

1.07 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. Fire Rated Assemblies: Comply with applicable code for design requirements for fire rated masonry construction.
- C. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum three years of documented experience.
- D. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- E. Testing Agency Qualifications: An independent agency qualified according to ASTM C1093 for testing indicated.
- F. Preconstruction Testing Service: Contractor shall engage and pay for a qualified independent testing agency to perform preconstruction testing indicated below.
  - 1. Concrete Masonry Unit Test: For each type of unit required, per ASTM C140/C140M for compressive strength.
  - 2. Grout Test (Compressive Strength): For each mix required, per ASTM C1019.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.
- B. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- C. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- D. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.
- E. Deliver preblended, dry mortar mix in moisture-resistant containers designed for lifting and emptying into dispensing silo. Store preblended, dry mortar mix in delivery containers on elevated platforms, under cover, and in a dry location or in a metal dispensing silo with weatherproof cover.
- F. Store masonry accessories, including metal items, to prevent corrosion and accumulation of dirt and oil.



## 1.09 PROJECT CONDITIONS

- A. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
1. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.
  2. Where 1 wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches down face next to unconstructed wythe and hold cover in place.
- B. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least 3 days after building masonry walls or columns.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
  2. Protect sills, ledges, and projections from mortar droppings.
  3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
  4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.
- D. Cold-Weather Requirements: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen substrates. Remove and replace unit masonry damaged by frost or by freezing conditions. Comply with cold-weather construction requirements contained in TMS 402/602.
1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F and above and will remain so until masonry has dried, but not less than 7 days after completing cleaning.
- E. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in TMS 402/602.

## PART 2 - PRODUCTS

## 2.01 CONCRETE MASONRY UNITS

- A. Performance Requirements:
1. Provide structural unit masonry that develops indicated net-area compressive strengths ( $f_m$ ) at 28 days.
  2. Determine net-area compressive strength ( $f_m$ ) of masonry from average net-area compressive strengths of masonry and mortar type (unit-strength) according to Tables 1 and 2, TMS 402/602.

B. Concrete Block: Comply with referenced standards and as follows:

1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depths as indicated on drawings for specific locations.
2. Load-Bearing Units: ASTM C90, normal weight.
  - a. Unit Compressive Strength: Provide units with minimum average net-area compressive strength of 1900 psi.
  - b. Hollow block, as indicated.
3. Nonloadbearing Units: ASTM C129.
  - a. Hollow block, as indicated.
  - b. Normal weight.

2.02 MORTAR AND GROUT MATERIALS

A. Portland Cement: ASTM C150/C150M, Type I; color as required to produce approved color sample.

1. Not more than 0.60 percent alkali.

B. Hydrated Lime: ASTM C207, Type S.

C. Water: Clean and potable.

D. Accelerating Admixture: Nonchloride type for use in cold weather.

1. Manufacturers:

- a. Addiment Incorporated; Mortar Kick.
- b. Euclid Chemical Company (The); Accelguard 80.
- c. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Morset.
- d. Sonneborn, Div. of ChemRex; Trimix-NCA
- e. Or equal.

E. Integral Water Repellent Admixture for Mortar: Polymeric liquid or powder admixture added to mortar at the time of manufacture.

1. Use only in combination with masonry units manufactured with integral water repellent admixture.
2. Use only water repellent admixture for mortar from the same manufacturer as water repellent admixture in masonry units.
3. Meet or exceed performance specified for water repellent admixture used in masonry units.

F. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C1714/C1714M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.

1. Type: Types as scheduled in this section.
2. Color: Mineral pigments added as required to produce approved color sample.
3. Water-repellent mortar for use with water repellent masonry units.

- G. Packaged Dry Material for Mortar for Repointing: Premixed Portland cement, hydrated lime, and graded sand; capable of producing Type O mortar in accordance with ASTM C270 with the addition of water only.

1. Color: To match existing

- H. Packaged Dry Material for Grout for Masonry: Premixed cementitious materials and dried aggregates; capable of producing grout of the specified strength in accordance with ASTM C476 with the addition of water only.

1. Type: To match existing.

## 2.03 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers:

1. Hohmann & Barnard, Inc; (Basis of Design Manufacturer: [www.h-b.com/#sle](http://www.h-b.com/#sle)).
2. Blok-Lok Limited: [www.blok-lok.com/#sle](http://www.blok-lok.com/#sle).
3. WIRE-BOND [www.wirebond.com/#sle](http://www.wirebond.com/#sle).
4. Or equal.

- B. Single Wythe Joint Reinforcement: ASTM A951/A951M.

1. Type: Ladder.
2. Material: ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M Class 3.
3. Size: 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not less than 5/8 inch of mortar coverage on each exposure.

- C. Multiple Wythe Joint Reinforcement: ASTM A951/A951M.

1. Type: Ladder.
2. Material: ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M Class 3.
3. Size: 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not less than 5/8 inch of mortar coverage on each exposure.
4. Products:
  - a. Homann & Barnard, Inc. No. 130 Truss-Mesh reinforcing,
  - b. Or equal.

- D. Adjustable Multiple Wythe Joint Reinforcement: ASTM A951/A951M.

1. Type: Ladder, with adjustable ties or tabs spaced at 16 in on center.
2. Material: ASTM A1064/A1064M steel wire, hot dip galvanized after fabrication to ASTM A153/A153M Class B.
3. Size: 0.1483 inch side rods with 0.1483 inch cross rods and adjustable components of 0.1875 inch wire, width of components as required to provide not less than 5/8 inch of mortar coverage from each masonry face.
4. Vertical adjustment: Not more than 1 1/4 inches.
5. Products:

- a. Homann & Barnard, Inc., 270 Ladder Lox-All Adjustable Eye-Wire.
  - b. Or equal.
- E. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not less than 5/8 inch of mortar coverage from masonry face.
  - 1. Steel frame: Crimped wire anchors for welding to frame, 0.25 inch thick, with trapezoidal wire ties 0.1875 inch thick, hot dip galvanized to ASTM A 153/A 153M, Class B.
    - a. Product:
      - 1) Homann & Barnard, Inc., 359C Weld on Tie with H&B VBT - Vee Byna-Tie.
      - 2) Substitutions: Or approved equal.
- F. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.
  - 1. Anchor plates: Not less than 0.075 inch thick, designed for fastening to structural backup through sheathing by two fasteners; provide design with legs that penetrate sheathing and insulation to provide positive anchorage.
  - 2. Wire ties: Manufacturer's standard shape, 0.1875 inch thick.
  - 3. Vertical adjustment: Not less than 3-1/2 inches.
  - 4. Products:
    - a. Homann & Barnard, Inc., X-Seal Anchor with with H&B VBT - Vee Byna-Tie.
    - b. Or approved equal.
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Partition Top Anchors: 12-gage steel channel with slot to allow movement and 12 gage strap designed for channel. Fabricate from steel, hot-dip galvanized after fabrication. Provide products by one of the following:
- H. Miscellaneous Anchors:
  - 1. Post-installed Anchors: Provide chemical anchors, with capability to sustain, without failure, a load equal to six times the load imposed when installed in solid or grouted unit masonry and equal to four times the load imposed when installed in concrete, as determined by testing per ASTM E488/E488M conducted by a qualified independent testing agency.

## 2.04 FLASHINGS

- A. Metal Flashing Materials:
  - 1. Stainless Steel Flashing: ASTM A666, Type 316, soft temper; 26 gauge, 0.0187 inch thick; finish 2B to 2D.
- B. Flexible Metal Flashing: WHERE INDICATED ON THE DRAWINGS Use the following unless otherwise indicated:
  - 1. Stainless steel core flexible flashing with drainage fabric:
    - a. Product standard of quality: York Manufacturing, Inc.; York Flash-Vent SS,

## 2. Accepted products:

- a. York Manufacturing, Inc.; York Flash-Vent SS, ([www.yorkmfg.com](http://www.yorkmfg.com))
- b. STS Coatings, Inc.; Wall Guardian Venting Stainless Steel TWF ([www.stscoatings.com](http://www.stscoatings.com))
- c. Building Materials West Company, Inc.; Evacu-Flash SS ([www.evacu-flash.com](http://www.evacu-flash.com))
- d. Other flashings that meet the requirements in section 1.04.C
- e. Or Approved Equal.

## 3. Characteristics:

- a. Type: Engineered system, with high resistant to damage, composite with a stainless steel with non-asphalt adhesive polymer fabric laminated to one stainless steel and non-woven drainage fabric laminated to opposing face with non-asphalt adhesive.
- b. Stainless steel: type 316, ASTM A240. Domestically sourced per DFARS 252.225-7008 and/or DFARS 252.225-7009.
- c. Fabrics:
  - 1) Polymer fabric; laminated back face to stainless steel core
  - 2) Non-woven drainage fabric: Fabric laminated to front face stainless steel core.
- d. Recycled content: stainless steel is 60% recycled
- e. Size: Manufacturer's standard width rolls

## C. Application: Unless otherwise indicated, use the following:

1. Where flashing is indicated to receive counterflashing, use **flexible metal flashing**.
2. Where flashing is indicated to be turned down at or beyond the wall face, use **flexible metal flashing**.
3. Where flashing is partly exposed and is indicated to terminate at the wall face, use **flexible metal flashing**.
4. Where flashing is fully concealed, use **flexible metal flashing**.

## 2.05 ACCESSORIES

## A. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.

## 1. Manufacturers:

- a. Blok-Lok Limited: [www.blok-lok.com/#sle](http://www.blok-lok.com/#sle).
- b. Hohmann & Barnard, Inc: [www.h-b.com/#sle](http://www.h-b.com/#sle).
- c. WIRE-BOND: [www.wirebond.com/#sle](http://www.wirebond.com/#sle).
- d. Or equal.

## B. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

## 2.06 LINTELS

## A. General: Provide lintels as scheduled on contract documents.

## B. Bond Beam Masonry Lintels: Built-in-place masonry lintels made from standard "U" bond beam concrete masonry units bearing on fully grouted block with horizontal reinforcing bars

placed as indicated and filled with coarse grout. Temporarily support built-in-place lintels until cured.

1. Fill with grout, rod to maximum compaction, and cure for 28 days before removing temporary supports.
2. Wall above may be placed provided temporary supports are capable of supporting load or after lintel has cured for 28 days.

## 2.07 MORTAR AND GROUT MIXING

- A. General: Do not use admixtures, including pigments, air-entraining agents, accelerators, retarders, water-repellent agents, antifreeze compounds, or other admixtures, unless otherwise indicated.
1. Do not use calcium chloride in mortar or grout.
  2. Limit cementitious materials in mortar to portland cement and lime.
  3. Limit cementitious materials in mortar for exterior masonry to portland cement and lime.
  4. Add cold-weather admixture (if used) at same rate for all mortar that will be exposed to view, regardless of weather conditions, to ensure that mortar color is consistent.
- B. Preblended, Dry Mortar Mix: Furnish dry mortar ingredients in form of a preblended mix. Measure quantities by weight to ensure accurate proportions, and thoroughly blend ingredients before delivering to Project site.
- C. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
1. Masonry below grade and in contact with earth: Type M.
  2. Exterior, loadbearing masonry: Type S.
  3. Exterior, non-loadbearing masonry: Type S.
  4. Interior, loadbearing masonry: Type S.
  5. Interior, non-loadbearing masonry: Type N.
  6. For reinforced masonry, use Type S.
- D. Colored Mortar: Proportion selected pigments and other ingredients to match existing, without exceeding manufacturer's recommended pigment-to-cement ratio.
- E. Grout: ASTM C476; consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches.
1. Use grout of type indicated or, if not otherwise indicated, of type (fine or coarse) that will comply with Table 1.15.1 in TMS 402/602 for dimensions of grout spaces and pour height.
  2. Provide grout with a slump of 8 to 11 inches as measured according to ASTM C143/C143M.
- F. Admixtures: Add to mixture at manufacturer's recommended rate and in accordance with manufacturer's instructions; mix uniformly.
- G. Mixing: Use mechanical batch mixer and comply with referenced standards.

## PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

## 3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

## 3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

## 3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
  - 1. Bond: Running (to match existing).
  - 2. Coursing: One unit and one mortar joint to equal 8 inches.
  - 3. Mortar Joints: (to match existing).

## 3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Bond Pattern for Exposed Masonry: Unless otherwise indicated, lay exposed masonry in running bond; do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
- C. Lay hollow masonry units with face shell bedding on head and bed joints.
  - 1. With webs fully bedded in mortar in all courses of piers, columns, and pilasters.
  - 2. With webs fully bedded in mortar in grouted masonry, including starting course on footings.

3. With entire units, including areas under cells, fully bedded in mortar at starting course on footings where cells are not grouted.
  - D. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 4-inches. Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4-inch horizontal face dimensions at corners or jambs.
  - E. Fill cores in hollow concrete masonry units with grout 24 inches under bearing plates, beams, lintels, posts, and similar items, unless otherwise indicated.
  - F. Build non-load-bearing interior partitions full height of story to underside of solid floor or roof structure above, unless otherwise indicated
    1. Install compressible filler in joint between top of partition and underside of structure above.
    2. Fasten partition top anchors to structure above and build into top of partition. Grout cells of CMUs solidly around anchors. Space anchors 48 inches o.c., unless otherwise indicated.
    3. At fire-rated partitions, treat joint between top of partition and underside of structure above to comply with rated assembly.
  - G. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
  - H. Remove excess mortar and mortar smears as work progresses.
  - I. Remove excess mortar with water repellent admixture promptly. Do not use acids, sandblasting or high pressure cleaning methods.
  - J. Interlock intersections and external corners.
  - K. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
  - L. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
  - M. Cut mortar joints flush where wall tile is scheduled or resilient base is scheduled.
  - N. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
  - O. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.
- 3.06 REINFORCEMENT AND ANCHORAGE - GENERAL and SINGLE WYTHER MASONRY
- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
  - B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
  - C. Place continuous joint reinforcement in first and second joint below top of walls.



- D. Embed longitudinal wires of joint reinforcement in mortar joint with at least 5/8 inch mortar cover on each side.
- E. Lap joint reinforcement ends minimum 6 inches.
- F. Interrupt joint reinforcement at control and expansion joints, unless otherwise indicated.
- G. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 36 inches horizontally and 24 inches vertically.
  - 1. Provide an open space not less than 1 inch in width between masonry and structural member, unless otherwise indicated. Keep open space free of mortar and other rigid materials.
  - 2. Anchor masonry to structural members with anchors embedded in masonry joints and attached to structure.
  - 3. Space anchors as indicated, but not more than 24 inches o.c. vertically and 36 inches o.c. horizontally.
- H. Embed ties and anchors in mortar joint and extend into masonry unit a minimum of 1-1/2 inches with at least 5/8 inch mortar cover to the outside face of the anchor.

### 3.07 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

- A. Masonry Back-Up: Embed anchors to bond veneer at maximum 16 inches on center vertically and 36 inches on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches on center.

### 3.08 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
  - 1. Extend flashings full width at such interruptions and at least 6 inches, minimum, into adjacent masonry or turn up flashing ends at least 1 inch, minimum, to form watertight pan at nonmasonry construction.
  - 2. Remove or cover protrusions or sharp edges that could puncture flashings.
  - 3. Seal lapped ends and penetrations of flashing before covering with mortar.
- B. Terminate flashing up 8 inches minimum on vertical surface of backing:
  - 1. Install vertical leg of flashing over fluid-applied or self-adhered air/vapor barriers over backing or per manufacturer's directions.
  - 2. Anchor vertical leg of flashing into backing with a termination bar and sealant.
- C. Extend metal flashings to within 1/2 inch of exterior face of masonry and adhere to top of stainless steel angled drip with hemmed edge.

3.09 LINTELS

- A. Install scheduled lintels over openings.
- B. Maintain minimum 8 inch bearing on each side of opening.

3.10 GROUTED COMPONENTS

- A. Reinforce bond beams as indicated on the drawings.
- B. At bearing locations, fill masonry cores with grout for a minimum 12 inches either side of opening.

3.11 REINFORCED UNIT MASONRY INSTALLATION.

- A. Temporary Formwork and Shores: Construct formwork and shores as needed to support reinforced masonry elements during construction.
  - 1. Construct formwork to provide shape, line, and dimensions of completed masonry as indicated. Make forms sufficiently tight to prevent leakage of mortar and grout. Brace, tie, and support forms to maintain position and shape during construction and curing of reinforced masonry.
  - 2. Do not remove forms and shores until reinforced masonry members have hardened sufficiently to carry their own weight and other temporary loads that may be placed on them during construction.
- B. Placing Reinforcement: Comply with requirements in ACI 530.1/ASCE 6/TMS 602.
  - 1. Grouting: Do not place grout until entire height of masonry to be grouted has attained enough strength to resist grout pressure.
  - 2. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for cleanouts and for grout placement, including minimum grout space and maximum pour height.
- C. Limit height of vertical grout pours to not more than 60 inches.

3.12 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.
- C. Size control joints as indicated on drawings; if not indicated, 3/4 inch wide and deep.
- D. Provide control joints at the following location and in accordance with NCMA TEK 10-2B unless otherwise indicated.
  - 1. At changes in wall height.
  - 2. At changes in wall thickness, such as at pipe and duct chases and pilasters.
  - 3. At (above) movement joints in foundations and floors.
  - 4. At (below) movement joints in roofs and floors that bear on a wall.

5. Near one or both sides of door and window openings.
6. Adjacent to corners of walls or intersections within a distance equal to half the control joint spacing.

### 3.13 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and glazed frames and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
  1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

### 3.14 TOLERANCES

- A. Install masonry within the site tolerances found in TMS 402/602.
- B. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- C. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- D. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- E. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- F. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch.
- G. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

### 3.15 CUTTING AND FITTING

- A. Cut and fit for chases, pipes, and conduit. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### 3.16 PARGING

- A. Dampen masonry walls prior to parging.
- B. Scarify each parging coat to ensure full bond to subsequent coat.
- C. Parge masonry walls in two uniform coats of mortar to a total thickness of 3/4 inch.

- D. Steel trowel surface smooth and flat with a maximum surface variation of 1/8 inch per foot.
- E. Strike top edge of parging at 45 degrees.

### 3.17 FIELD QUALITY CONTROL

- A. Testing Agency: Department will engage a qualified independent testing and inspecting agency to perform testing and inspection items as defined in Section 014010 - Structural Tests and Special Inspections. Contractor is required to cooperate with the Independent Agency for the tests and inspections listed in Section 014010 - Structural Tests and Special Inspections and not for completing those requirements. Allow inspectors access to scaffolding and work areas, as needed to perform inspections.
- B. Inspections: Level B assurance according to the "Building Code Requirements for Masonry Structures."
  - 1. Begin masonry construction only after inspectors have verified proportions of site-prepared mortar.
  - 2. Place grout only after inspectors have verified compliance of grout spaces and of grades, sizes, and locations of reinforcement.
  - 3. Place grout only after inspectors have verified proportions of site-prepared grout.
- C. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C140/C140M for compliance with requirements of this specification.
- D. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.
- E. Grout Test (Compressive Strength): For each mix required, per ASTM C1019.

### 3.18 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

### 3.19 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

**END OF SECTION**

**SECTION 04 72 00**  
**CAST STONE MASONRY**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Cast stone trim and stair nosing.

**1.2 SUBMITTALS**

- A. Product Data: For each type of product indicated. Include dimensions and finishes.
- B. Shop Drawings: Show fabrication and installation details for cast stone units. Include dimensions, details of reinforcement and anchorages if any, and indication of finished faces.
- C. Samples:
  - 1. For each color and texture of cast stone required.
  - 2. For colored mortar.
- D. Qualification Data: For manufacturer.
- E. Material Test Reports: For each mix required to produce cast stone, based on testing according to ASTM C 1364.

**1.3 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: A qualified manufacturer of cast stone units similar to those indicated for this Project, that has sufficient production capacity to manufacture required units, and is a plant certified by the Cast Stone Institute or the Architectural Precast Association.

**PART 2 - PRODUCTS**

**2.1 CAST STONE UNITS**

- A. Provide cast stone units complying with ASTM C 1364 using either the vibrant dry tamp or wet-cast method.
  - 1. Provide units that are resistant to freezing and thawing as determined by laboratory testing according to ASTM C 666/C 666M, Procedure A, as modified by ASTM C 1364.

2. Slope exposed horizontal surfaces 1:12 to drain unless otherwise indicated.
3. Provide raised fillets at backs of sills and at ends indicated to be built into jambs.
4. Provide drips on projecting elements unless otherwise indicated.

B. Cure units as follows:

1. Cure units in enclosed moist curing room at 95 to 100 percent relative humidity and temperature of 100 deg F (38 deg C) for 12 hours or 70 deg F (21 deg C) for 16 hours.
2. Keep units damp and continue curing to comply with one of the following:
  - a. No fewer than five days at mean daily temperature of 70 deg F (21 deg C) or above.
  - b. No fewer than six days at mean daily temperature of 60 deg F (16 deg C) or above.
  - c. No fewer than seven days at mean daily temperature of 50 deg F (10 deg C) or above.
  - d. No fewer than eight days at mean daily temperature of 45 deg F (7 deg C) or above.

C. Acid etch units after curing to remove cement film from surfaces to be exposed to view.

D. Colors and Textures: As selected by Architect from manufacturer's full range.

## 2.2 ACCESSORIES

- A. Anchors: Type and size indicated, fabricated from Type 304 stainless steel complying with ASTM A 240/A 240M, ASTM A 276, or ASTM A 666.
- B. Dowels: 1/2-inch- (12-mm-) diameter, round bars, fabricated from Type 304 stainless steel complying with ASTM A 240/A 240M, ASTM A 276, or ASTM A 666.
- C. Proprietary Acidic Cleaner: Manufacturer's standard-strength cleaner complying with requirements in Division 04 Section "Unit Masonry", and expressly approved for intended use by cast stone manufacturer and cleaner manufacturer.

## 2.3 MORTAR

- A. Comply with requirements in Division 04 Section "Unit Masonry" for mortar materials and mixes.
  1. For setting mortar, use Type N.

## 2.4 SOURCE QUALITY CONTROL

- A. Engage a qualified independent testing agency to sample and test cast stone units according to ASTM C 1364.
  1. Include one test for resistance to freezing and thawing.

## PART 3 - EXECUTION

## 3.1 SETTING CAST STONE IN MORTAR

- A. Set units in full bed of mortar with full head joints unless otherwise indicated.
  - 1. Fill dowel holes and anchor slots with mortar.
  - 2. Fill collar joints solid as units are set.
  - 3. Build concealed flashing into mortar joints as units are set.
  - 4. Keep head joints in coping and other units with exposed horizontal surfaces open to receive sealant.
  - 5. Keep joints at shelf angles open to receive sealant.
- B. Tool exposed joints slightly concave when thumbprint hard, using a jointer larger than joint thickness unless otherwise indicated.
- C. Provide sealant joints at copings and other horizontal surfaces, at expansion, control, and pressure-relieving joints, and at locations indicated.
  - 1. Keep joints free of mortar and other rigid materials.
  - 2. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Division 07 Section "Joint Sealants."

## 3.2 SETTING ANCHORED CAST STONE WITH SEALANT-FILLED JOINTS

- A. Set units accurately in locations indicated with edges and faces aligned.
  - 1. Install anchors, supports, fasteners, and other attachments to secure units in place.
  - 2. Shim and adjust anchors, supports, and accessories.
- B. Fill anchor holes with sealant.
  - 1. Where dowel holes occur at pressure-relieving joints, provide compressible material at ends of dowels.
- C. Set cast stone supported on clip or continuous angles on resilient setting shims. Hold shims back from face of cast stone a distance at least equal to width of joint.
- D. Keep joints free of mortar and other rigid materials. Remove temporary shims and spacers from joints after anchors and supports are secured in place and cast stone units are anchored.
- E. Prepare and apply sealant of type and at locations indicated to comply with applicable requirements in Division 07 Section "Joint Sealants."

## 3.3 INSTALLATION TOLERANCES

- A. Variation from Plumb: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.

- B. Variation from Level: Do not exceed 1/8 inch in 10 feet (3 mm in 3 m), 1/4 inch in 20 feet (6 mm in 6 m), or 1/2 inch (12 mm) maximum.
- C. Variation in Joint Width: Do not vary joint thickness more than 1/8 inch in 36 inches (3 mm in 900 mm) or one-fourth of nominal joint width, whichever is less.
- D. Variation in Plane between Adjacent Surfaces (Lipping): Do not vary from flush alignment with adjacent units or adjacent surfaces indicated to be flush with units by more than 1/16 inch (1.5 mm), except where variation is due to warpage of units within tolerances specified.

### 3.4 ADJUSTING AND CLEANING

- A. Remove and replace stained and otherwise damaged units and units not matching approved Samples. Cast stone may be repaired if methods and results are approved by Architect.
- B. Replace units in a manner that results in cast stone matching approved Samples, complying with other requirements, and showing no evidence of replacement.
- C. In-Progress Cleaning: Clean cast stone as work progresses.
  - 1. Remove mortar fins and smears before tooling joints.
  - 2. Remove excess sealant immediately, including spills, smears, and spatter.
- D. Final Cleaning: After mortar is thoroughly set and cured, clean exposed cast stone to comply with requirements in Division 04 Section "Unit Masonry."

### **END OF SECTION**



**SECTION 05 12 00****STRUCTURAL STEEL FRAMING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:

1. Structural steel.
2. Grout.

**1.3 DEFINITIONS**

- A. Structural Steel: Elements of the structural frame indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

**1.4 COORDINATION**

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

**1.5 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Shop Drawings: Show fabrication of structural-steel components.
  1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
  2. Include embedment Drawings.
  3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
  4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify pretensioned and slip-critical, high-strength bolted connections.
  5. Identify members and connections of the Seismic-Load-Resisting System.

6. Indicate locations and dimensions of protected zones.
  7. Identify demand critical welds.
- C. Welding Procedure Specifications (WPSs) and Procedure Qualification Records (PQRs): Provide according to AWS D1.1/D1.1M, "Structural Welding Code - Steel," for each welded joint [whether prequalified or qualified by testing] [qualified by testing], including the following:
1. Power source (constant current or constant voltage).
  2. Electrode manufacturer and trade name, for demand critical welds.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For [Installer] [fabricator] [shop-painting applicators] [professional engineer] [testing agency].
- B. Welding certificates.
- C. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- D. Mill test reports for structural steel, including chemical and physical properties.
- E. Product Test Reports: For the following:
1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
  2. Direct-tension indicators.
  3. Tension-control, high-strength, bolt-nut-washer assemblies.
  4. Shear stud connectors.
  5. Shop primers.
  6. Nonshrink grout.
- F. Survey of existing conditions.
- G. Source quality-control reports.
- H. Field quality-control[ and special inspection] reports.

#### 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD[, or is accredited by the IAS Fabricator Inspection Program for Structural Steel (AC 172)].
- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, [Category ACSE] [Category CSE].
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1. Welders and welding operators performing work on bottom-flange, demand-critical welds shall pass the supplemental welder qualification testing, as required by AWS D1.8/D1.8M. FCAW-S and FCAW-G shall be considered separate processes for welding personnel qualification.
- D. Comply with applicable provisions of the following specifications and documents:
1. AISC 303.
  2. AISC 341 and AISC 341s1.
  3. AISC 360.
  4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
  2. Clean and relubricate bolts and nuts that become dry or rusty before use.
  3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

## PART 2 - PRODUCTS

### 2.1 STRUCTURAL-STEEL MATERIALS

- A. W-Shapes: [ASTM A 992/A 992M] [ASTM A 572/A 572M, Grade 50 (345)]  
[ASTM A 529/A 529M, Grade 50 (345)] [ASTM A 913/A 913M, Grade 50 (345)].
- B. Plate and Bar: [ASTM A 36/A 36M] [ASTM A 572/A 572M, Grade 50 (345)]  
[ASTM A 529/A 529M, Grade 50 (345)].
- C. Cold-Formed Hollow Structural Sections: ASTM A 500/A 500M, [Grade B] [Grade C], structural tubing.
- D. Welding Electrodes: Comply with AWS requirements.

## 2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, (ASTM A 563M, Class 8S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers; all with plain finish.
  - 1. Direct-Tension Indicators: ASTM F 959, Type 325 (ASTM F 959M, Type 8.8), compressible-washer type with plain finish.
- B. High-Strength Bolts, Nuts, and Washers: ASTM A 490 (ASTM A 490M), Type 1, heavy-hex steel structural bolts[ or tension-control, bolt-nut-washer assemblies with splined ends]; ASTM A 563, Grade DH, (ASTM A 563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers with plain finish.
  - 1. Direct-Tension Indicators: ASTM F 959, Type 490 (ASTM F 959M, Type 10.9), compressible-washer type with plain finish.
- C. Zinc-Coated High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade DH (ASTM A 563M, Class 10S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers.
  - 1. Finish: [Hot-dip zinc coating] [Mechanically deposited zinc coating] [Hot-dip or mechanically deposited zinc coating].
  - 2. Direct-Tension Indicators: ASTM F 959, Type 325 (ASTM F 959M, Type 8.8), compressible-washer type with [mechanically deposited zinc coating] [mechanically deposited zinc coating, baked epoxy-coated] finish.
- D. Tension-Control, High-Strength Bolt-Nut-Washer Assemblies: ASTM F 1852, Type 1, [heavy-hex] [round] head assemblies consisting of steel structural bolts with splined ends, heavy-hex carbon-steel nuts, and hardened carbon-steel washers.
  - 1. Finish: [Plain] [Mechanically deposited zinc coating].
- E. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1/D1.1M, Type B.
- F. Unheaded Anchor Rods: [ASTM F 1554, Grade 36] [ASTM F 1554, Grade 55, weldable] [ASTM A 354] [ASTM A 449] [ASTM A 572/A 572M, Grade 50 (345)] [ASTM A 36/A 36M].
  - 1. Configuration: [Straight] [Hooked].
  - 2. Nuts: ASTM A 563 (ASTM A 563M) [heavy-]hex carbon steel.
  - 3. Plate Washers: ASTM A 36/A 36M carbon steel.
  - 4. Washers: ASTM F 436 (ASTM F 436M), Type 1, hardened carbon steel.
  - 5. Finish: [Plain] [Hot-dip zinc coating, ASTM A 153/A 153M, Class C] [Mechanically deposited zinc coating, ASTM B 695, Class 50].
- G. Headed Anchor Rods: [ASTM F 1554, Grade 36] [ASTM F 1554, Grade 55, weldable] [ASTM A 354] [ASTM A 449], straight.
  - 1. Nuts: ASTM A 563 (ASTM A 563M) [heavy-]hex carbon steel.
  - 2. Plate Washers: ASTM A 36/A 36M carbon steel.

3. Washers: ASTM F 436 (ASTM F 436M), Type 1, hardened carbon steel.
  4. Finish: [Plain] [Hot-dip zinc coating, ASTM A 153/A 153M, Class C] [Mechanically deposited zinc coating, ASTM B 695, Class 50].
- H. Threaded Rods: [ASTM A 36/A 36M] [ASTM A 193/A 193M, Grade B7] [ASTM A 354, Grade BD] [ASTM A 449] [ASTM A 572/A 572M, Grade 50 (345)].
1. Nuts: ASTM A 563 (ASTM A 563M) [heavy-]hex carbon steel.
  2. Washers: [ASTM F 436 (ASTM F 436M), Type 1, hardened] [ASTM A 36/A 36M] carbon steel.
  3. Finish: [Plain] [Hot-dip zinc coating, ASTM A 153/A 153M, Class C] [Mechanically deposited zinc coating, ASTM B 695, Class 50].

## 2.3 PRIMER

- A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.
- B. Galvanizing Repair Paint: [MPI#18, MPI#19, or SSPC-Paint 20] [ASTM A 780/A 780M].

## 2.4 GROUT

- A. Metallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, metallic aggregate grout, mixed with water to consistency suitable for application and a 30-minute working time.
- B. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

## 2.5 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.
1. Camber structural-steel members where indicated.
  2. Fabricate beams with rolling camber up.
  3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
  4. Mark and match-mark materials for field assembly.
  5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, [mechanically thermal cut,] or punch standard bolt holes perpendicular to metal surfaces.

- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to [SSPC-SP 1, "Solvent Cleaning."] [SSPC-SP 2, "Hand Tool Cleaning."] [SSPC-SP 3, "Power Tool Cleaning."]
- F. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel members.
  - 1. Cut, drill, or punch holes perpendicular to steel surfaces.[ Do not thermally cut bolt holes or enlarge holes by burning.]
  - 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
  - 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

## 2.6 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
  - 1. Joint Type: [Snug tightened] [Pretensioned] [Slip critical].
- B. Weld Connections: Comply with AWS D1.1/D1.1M[ and AWS D1.8/D1.8M] for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
  - 1. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

## 2.7 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
  - 1. Fill vent and drain holes that are exposed in the finished Work unless they function as weep holes, by plugging with zinc solder and filing off smooth.
  - 2. Galvanize [lintels] [shelf angles] [and] [welded door frames] attached to structural-steel frame and located in exterior walls.

## 2.8 SOURCE QUALITY CONTROL

- A. Testing Agency: [Owner will engage] [Engage] a qualified testing agency to perform shop tests and inspections.
  - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Bolted Connections: Inspect[ and test] shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

- C. Welded Connections: Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
1. Liquid Penetrant Inspection: ASTM E 165.
  2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
  3. Ultrasonic Inspection: ASTM E 164.
  4. Radiographic Inspection: ASTM E 94.
- D. In addition to visual inspection, test and inspect shop-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
  2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.
- E. Prepare test and inspection reports.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
1. Prepare a certified survey of existing conditions. Include bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.
1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

#### 3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Baseplates [Bearing Plates] [and] [Leveling Plates]: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.

1. Set plates for structural members on wedges, shims, or setting nuts as required.
  2. Weld plate washers to top of baseplate.
  3. [Snug-tighten] [Pretension] anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
  4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure.[ Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.]
- C. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that are in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
1. Level and plumb individual members of structure.
  2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection[unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M].
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.

### 3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
1. Joint Type: [Snug tightened] [Pretensioned] [Slip critical].
- B. Weld Connections: Comply with AWS D1.1/D1.1M[ and AWS D1.8/D1.8M] for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.
  2. Remove backing bars or runoff tabs[ where indicated], back gouge, and grind steel smooth.
  3. Assemble and weld built-up sections by methods that maintain true alignment of axes without exceeding tolerances in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," for mill material.



### 3.5 FIELD QUALITY CONTROL

- A. Special Inspections: [Owner will engage] [Engage] a qualified special inspector to perform the following special inspections:
  - 1. Verify structural-steel materials and inspect steel frame joint details.
  - 2. Verify weld materials and inspect welds.
  - 3. Verify connection materials and inspect high-strength bolted connections.
- B. Testing Agency: [Owner will engage] [Engage] a qualified testing agency to perform tests and inspections.
- C. Bolted Connections: Inspect[ and test] bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.
  - 1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
    - a. Liquid Penetrant Inspection: ASTM E 165.
    - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
    - c. Ultrasonic Inspection: ASTM E 164.
    - d. Radiographic Inspection: ASTM E 94.
- E. In addition to visual inspection, test and inspect field-welded shear connectors according to requirements in AWS D1.1/D1.1M for stud welding and as follows:
  - 1. Perform bend tests if visual inspections reveal either a less-than-continuous 360-degree flash or welding repairs to any shear connector.
  - 2. Conduct tests according to requirements in AWS D1.1/D1.1M on additional shear connectors if weld fracture occurs on shear connectors already tested.

### 3.6 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780/A 780M.
- B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.

### END OF SECTION

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## SECTION 05 44 00 - COLD-FORMED METAL TRUSSES

## 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 cold-formed steel framing in the form of the following:
  - 1. Cold-formed steel trusses for roofs.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
  - 1. Include layout, spacings, sizes, thicknesses, and types of cold-formed steel trusses; fabrication; and fastening and anchorage details, including mechanical fasteners.
  - 2. Indicate reinforcing channels, opening framing, supplemental framing, strapping, bracing, bridging, splices, accessories, connection details, and attachment to adjoining work.
- C. Delegated-Design Submittal: For cold-formed steel trusses.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.
- C. Product Test Reports: For each listed product, for tests performed by manufacturer and witnessed by a qualified testing agency.
  - 1. Steel sheet.
  - 2. Expansion anchors.
  - 3. Power-actuated anchors.
  - 4. Mechanical fasteners.
  - 5. Miscellaneous structural clips and accessories.
- D. Evaluation Reports: For power-actuated fasteners, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

- E. Field quality-control reports.

## 1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. Product Tests: Mill certificates or data from a qualified independent testing agency, or in-house testing with calibrated test equipment, indicating steel sheet complies with requirements, including base-metal thickness, yield strength, tensile strength, total elongation, chemical requirements, and metallic-coating thickness.
- C. Welding Qualifications: Qualify procedures and personnel according to the following:
  - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
  - 2. AWS D1.3/D1.3M, "Structural Welding Code - Sheet Steel."

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design cold-formed steel trusses.
- B. Structural Performance: Provide cold-formed steel trusses capable of withstanding design loads within limits and under conditions indicated.
  - 1. Design Loads: As indicated on Drawings.
  - 2. Deflection Limits: Design trusses to withstand design loads without deflections greater than the following:
    - a. Roof Trusses: Vertical deflection of 1/360 of the span.
  - 3. Design trusses to provide for movement of truss members located outside the insulated building envelope without damage or overstressing, sheathing failure, connection failure, undue strain on fasteners and anchors, or other detrimental effects when subject to a maximum ambient temperature change of 120 deg F (67 deg C).
- C. Cold-Formed Steel Truss Standards: Unless more stringent requirements are indicated, trusses shall comply with the following:
  - 1. Floor and Roof Systems: AISI S210.
  - 2. Lateral Design: AISI S213.
  - 3. Roof Trusses: AISI S214.
- D. Fire-Resistance Ratings: Comply with ASTM E 119; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Indicate design designations from UL or from the listings of another qualified testing agency acceptable to authorities having jurisdiction.

## 2.2 COLD-FORMED STEEL TRUSS MATERIALS

- A. Steel Sheet: ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated, of grade and coating designation as follows:
  1. Grade: As required by structural performance.
  2. Coating: G90 for open structure.

## 2.3 ROOF TRUSSES

- A. Roof Truss Members: Manufacturer's standard steel sections.
  1. Connecting Flange Width: 1-5/8 inches, minimum at top and bottom chords connecting to sheathing or other directly fastened construction.
  2. Minimum Base-Metal Thickness: 0.0966 inch.
  3. Section Properties: A required by design.

## 2.4 TRUSS ACCESSORIES

- A. Fabricate steel-truss accessories from steel sheet, ASTM A 1003/A 1003M, Structural Grade, Type H, metallic coated steel sheet, of same grade and coating designation used for truss members.
- B. Provide accessories of manufacturer's standard thickness and configuration unless otherwise indicated.

## 2.5 ANCHORS, CLIPS, AND FASTENERS

- A. Steel Shapes and Clips: ASTM A 36/A 36M, zinc coated by hot-dip process according to ASTM A 123/A 123M.
- B. Power-Actuated Fasteners: Fastener systems with working capacity greater than or equal to the design load, according to an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.

## 2.6 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: ASTM A 780/A 780M MIL-P-21035B or SSPC-Paint 20.
- B. Shims: Load-bearing, high-density multimonomer, nonleaching plastic; or cold-formed steel of same grade and metallic coating as truss members supported by shims.

## 2.7 FABRICATION

- A. Fabricate cold-formed steel trusses and accessories plumb, square, and true to line, and with connections securely fastened, according to referenced AISI's specifications and standards, manufacturer's written instructions, and requirements in this Section.
  - 1. Fabricate trusses using jigs or templates.
  - 2. Cut truss members by sawing or shearing; do not torch cut.
  - 3. Fasten cold-formed steel truss members by welding, screw fastening, clinch fastening, pneumatic pin fastening, or riveting as standard with fabricator.
    - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
  - 4. Fasten other materials to cold-formed steel trusses by welding, bolting, pneumatic pin fastening, or screw fastening, according to Shop Drawings.
- B. Reinforce, stiffen, and brace trusses to withstand handling, delivery, and erection stresses. Lift fabricated trusses by means that prevent damage or permanent distortion.
- C. Tolerances: Fabricate assemblies level, plumb, and true to line to a maximum allowable variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Spacing: Space individual truss members no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.
  - 2. Squareness: Fabricate each cold-formed steel truss to a maximum out-of-square tolerance of 1/8 inch (3 mm).

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, conditions, and abutting trusses and framing for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Before sprayed fire-resistive materials are applied, attach continuous angles, supplementary framing, or tracks to structural members indicated to receive sprayed fire-resistive materials.
- B. After applying sprayed fire-resistive materials, remove only as much of these materials as needed to complete installation of cold-formed steel trusses without reducing thickness of fire-resistive materials below that required to obtain fire-resistance ratings indicated. Protect remaining fire-resistive materials from damage.

### 3.3 INSTALLATION

- A. Install bridge, and brace cold-formed steel trusses according to AISI S200, AISI S202, AISI S214, and manufacturer's written instructions unless more stringent requirements are indicated.
  - 1. Coordinate with wall framing to align webs of bottom chords and load-bearing studs or continuously reinforce track to transfer loads to structure.
  - 2. Anchor trusses securely at all bearing points.
  - 3. Install continuous bridging and permanently brace trusses as indicated on Shop Drawings and designed according to CFSEI's Technical Note 551e, "Design Guide: Permanent Bracing of Cold-Formed Steel Trusses."
- B. Install cold-formed steel trusses and accessories true to line and location, and with connections securely fastened.
  - 1. Erect trusses with plane of truss webs plumb and parallel to each other. Align and accurately position trusses at required spacings.
  - 2. Erect trusses without damaging truss members or connections.
  - 3. Fasten cold-formed steel trusses by welding or mechanical fasteners.
    - a. Comply with AWS D1.3/D1.3M requirements and procedures for welding, appearance and quality of welds, and methods used in correcting welding work.
    - b. Locate mechanical fasteners, install according to Shop Drawings, and comply with requirements for spacing, edge distances, and screw penetration.
- C. Install temporary bracing and supports to secure trusses and support loads equal to those for which structure was designed. Maintain braces and supports in place, undisturbed, until entire integrated supporting structure has been completed and permanent connections to trusses are secured.
- D. Truss Spacing: 24 inches.
- E. Do not alter, cut, or remove truss members or connections of trusses.

### 3.4 ERECTION TOLERANCES

- A. Install cold-formed steel trusses level, plumb, and true to line to a maximum allowable tolerance variation of 1/8 inch in 10 feet (1:960) and as follows:
  - 1. Space individual trusses no more than plus or minus 1/8 inch (3 mm) from plan location. Cumulative error shall not exceed minimum fastening requirements of sheathing or other finishing materials.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Cold-formed metal trusses will be considered defective if they do not pass tests and inspections.
- C. Prepare test and inspection reports.

3.6 REPAIRS AND PROTECTION

- A. Galvanizing Repairs: Prepare and repair damaged galvanized coatings on fabricated and installed cold-formed steel trusses with galvanized repair paint according to ASTM A 780/A 780M and manufacturer's written instructions.
- B. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and Installer, that ensure that cold-formed steel trusses are without damage or deterioration at time of Substantial Completion.

END OF SECTION 05 44 00



**SECTION 05 50 00****METAL FABRICATIONS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

**1.02 SECTION INCLUDES**

- A. Shop fabricated steel items, including:
  - 1. Steel lintels.

**1.03 RELATED REQUIREMENTS**

- A. Division 03 Section 03 30 00 "Cast-in-Place Concrete:" Placement of metal fabrications in concrete.
- B. Division 04 Section 04 20 00 "Unit masonry:" Placement of metal fabrications in masonry.
- C. Division 05 Section 05 73 00 "Decorative Metal Railings."

**1.04 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
- B. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
- C. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
- D. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates.
- E. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength.
- F. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing.
- G. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination.
- H. AWS B2.1/B2.1M - Specification for Welding Procedure and Performance Qualification.
- I. AWS D1.1/D1.1M - Structural Welding Code - Steel.

- J. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer.
- K. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic).

1.05 SUBMITTALS

- A. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- B. Welders' Qualification Statement: Welders' certificates in accordance with AWS B2.1/B2.1M and dated no more than 12 months before start of scheduled welding work.

1.06 QUALITY ASSURANCE

- A. Design metal fabrications under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and AWS D1.2/D1.2M and dated no more than 12 months before start of scheduled welding work.

PART 2 - PRODUCTS

2.01 MATERIALS - STEEL

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Pipe: ASTM A53/A53M, Grade B Schedule 40, black finish.
- E. Mechanical Fasteners: Same material as or compatible with materials being fastened; type consistent with design and specified quality level.
- F. Bolts, Nuts, and Washers: ASTM A307, Grade A, plain.
- G. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- H. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.
- I. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

## 2.02 FABRICATION

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Continuously seal joined members by continuous welds.
- D. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- E. Furnish components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

## 2.03 FABRICATED ITEMS

- A. Bollards: Steel pipe, concrete filled, crowned cap, as detailed; prime paint finish.
- B. Joist Hangers: Strap anchors, fabricated with sheet steel, 18 gauge, 0.0478 inch minimum base metal thickness; galvanized finish.
- C. Channels and Plates Not Attached to Structural Framing: For support of metal decking; prime paint finish.
- D. Lintels: As detailed; prime paint finish.
- E. Slotted Channel Framing: Fabricate channels and fittings from structural steel complying with the referenced standards; factory-applied, rust-inhibiting thermoset acrylic enamel finish.

## 2.04 FABRICATION TOLERANCES

- A. Squareness: 1/8 inch maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch.
- C. Maximum Misalignment of Adjacent Members: 1/16 inch.
- D. Maximum Bow: 1/8 inch in 48 inches.
- E. Maximum Deviation From Plane: 1/16 inch in 48 inches.

## PART 3 – EXECUTION

## 3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

## 3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.

- B. Furnish setting templates to the appropriate entities for steel items required to be cast into concrete or embedded in masonry.

3.03 INSTALLATION

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.

3.04 TOLERANCES

- A. Maximum Variation from Plumb:  $\frac{1}{4}$  inch per story, non-cumulative.
- B. Maximum Offset from True Alignment:  $\frac{1}{4}$  inch.
- C. Maximum Out-of-Position:  $\frac{1}{4}$  inch.

**END OF SECTION**

**SECTION 05 73 00****DECORATIVE METAL RAILINGS****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. Steel and iron decorative railings.

**1.3 DEFINITIONS**

- A. Railings: Guards, handrails, and similar devices used for protection of occupants at open-sided floor areas, pedestrian guidance and support, visual separation, or wall protection.

**1.4 PERFORMANCE REQUIREMENTS**

- A. Delegated Design: Design railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
- B. General: In engineering railings to withstand structural loads indicated, determine allowable design working stresses of railing materials based on the following:
  - 1. Steel: 72 percent of minimum yield strength.
- C. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
  - 1. Handrails and Top Rails of Guards:
    - a. Uniform load of 50 lbf/ft. (0.73 kN/m) applied in any direction.
    - b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
    - c. Uniform and concentrated loads need not be assumed to act concurrently.
  - 2. Infill of Guards:
    - a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).

- b. Infill load and other loads need not be assumed to act concurrently.
- 3. Glass-Supported Railings: Support each section of top rail by a minimum of three glass panels or by other means so top rail will remain in place if any one panel fails.
- D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes acting on exterior metal fabrications by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects.
  - 1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.
- E. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

#### 1.5 SUBMITTALS

- A. Product Data: For the following:
  - 1. Manufacturer's product lines of railings assembled from standard components.
  - 2. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- D. Remaining paragraphs are defined in Division 01 Section "Submittal Procedures" as "Informational Submittals."
- E. Coordinate first paragraph below with qualification requirements in Division 01 Section "Quality Requirements."
- F. Welding certificates.
- G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- H. Preconstruction test reports.

#### 1.6 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of railing from single source from single manufacturer.
- B. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are

indicated by criteria subject to verification by one or more methods including structural analysis, preconstruction testing, field testing, and in-service performance.

1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- C. Product Options: Drawings indicate size, profiles, and dimensional requirements of railings and are based on the specific system indicated. Refer to Division 01 Section "Product Requirements."
  1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.
- D. Welding Qualifications: Qualify procedures and personnel according to the following:
  1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

## 1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with railings by field measurements before fabrication and indicate measurements on Shop Drawings.

## 1.8 COORDINATION AND SCHEDULING

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. 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.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not suit structural performance requirements.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  1. Steel and Iron Decorative Railings:

- a. **Julius Blum & Co. Inc** to Match Existing
  - 1) Handrail Profile: #4428
  - 2) Steel 'C' Sections
  - 3) 1 1/4" x 1 1/4" steel posts with Lambs Tongue terminations
  - 4) 3/4" x 3/4" steel balusters
- b. or approved equal.

## 2.2 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets, Flanges, and Anchors: Same metal and finish as supported rails unless otherwise indicated.
  - 1. Provide cast-metal brackets with flange tapped for concealed anchorage to threaded hanger bolt.
  - 2. Provide either formed- or cast-metal brackets with predrilled hole for exposed bolt anchorage.
  - 3. Provide formed-steel brackets with predrilled hole for bolted anchorage and with snap-on cover that matches rail finish and conceals bracket base and bolt head.
  - 4. Provide extruded-aluminum brackets with interlocking pieces that conceal anchorage. Locate set screws on bottom of bracket.

## 2.3 STEEL AND IRON

- A. Bars: Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
- B. Plates, Shapes, and Bars: ASTM A 36/A 36M.

## 2.4 FASTENERS

- A. Fastener Materials: Unless otherwise indicated, provide the following:
  - 1. Dissimilar Metals: **Type 304** stainless-steel fasteners.
- B. Fasteners for Anchoring to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.
- C. Anchors, General: Anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
- D. Post-Installed Anchors: **Torque-controlled expansion anchors.**



## 2.5 MISCELLANEOUS MATERIALS

- A. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.
  - 1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.
- B. Epoxy Zinc-Rich Primer: Complying with MPI#20 and compatible with topcoat.
- C. Intermediate Coats and Topcoats: Provide products that comply with **Division 09 Painting Sections**.
- D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
- E. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound.
  - 1. Water-Resistant Product: At exterior locations provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

## 2.6 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, **but not less than that required to support structural loads**.
- B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Make up wire-rope assemblies in the shop to field-measured dimensions with fittings machine swaged. Minimize amount of turnbuckle take-up used for dimensional adjustment so maximum amount is available for tensioning wire ropes. Tag wire-rope assemblies and fittings to identify installation locations and orientations for coordinated installation.
- D. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch (1 mm) unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- E. Form work true to line and level with accurate angles and surfaces.
- F. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate. Locate weep holes in inconspicuous locations.
- G. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

- H. Connections: Fabricate railings with **welded** connections unless otherwise indicated.
- I. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove flux immediately.
  - 4. At exposed connections, finish exposed welds to comply with NOMMA's "Voluntary Joint Finish Standards" for Type 1 welds: no evidence of a welded joint.
- J. Welded Connections for Aluminum Pipe: Fabricate railings to interconnect members with concealed internal welds that eliminate surface grinding, using manufacturer's standard system of sleeve and socket fittings.
- K. Brazed Connections: Connect copper-alloy railings by brazing. Cope components at connections to provide close fit, or use fittings designed for this purpose. Braze corners and seams continuously.
  - 1. Use materials and methods that match color of base metal, minimize distortion, and develop maximum strength and corrosion resistance.
  - 2. Remove flux immediately.
  - 3. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and brazed surface matches contours of adjoining surfaces.
- L. Mechanical Connections: Connect members with concealed mechanical fasteners and fittings. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
  - 1. Fabricate splice joints for field connection using an epoxy structural adhesive if this is manufacturer's standard splicing method.
- M. Form changes in direction as follows:
  - 1. As detailed.
  - 2. By bending to smallest radius that will not result in distortion of railing member.
- N. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- O. Close exposed ends of hollow railing members with prefabricated end fittings.
- P. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns, unless clearance between end of rail and wall is **1/4 inch (6 mm)** or less.
- Q. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers, or other means to transfer loads through wall finishes to structural supports and prevent bracket or fitting rotation and crushing of substrate.
- R. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- S. For railing posts set in concrete, provide **stainless-steel** sleeves not less than **6 inches (150 mm)** long with inside dimensions not less than **1/2 inch (13 mm)** greater than outside dimensions of post, with metal plate forming bottom closure.
- T. Toe Boards: Where indicated, provide toe boards at railings around openings and at edge of open-sided floors and platforms. Fabricate to dimensions and details indicated.

## 2.7 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipment.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

## 2.8 STEEL AND IRON FINISHES

- A. For nongalvanized-steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves; however, hot-dip galvanize anchors to be embedded in exterior concrete or masonry.
- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with **[requirements indicated below:]**
  1. **Section 09 91 13 "Exterior Painting"**.
- C. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1 for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
  1. Shop prime uncoated railings with **[primers specified in Section 09 91 13 "Exterior Painting"]**.
  2. Do not apply primer to galvanized surfaces.

D. Shop-Painted Finish: Comply with [Section 09 91 13 "Exterior Painting."]

1. Color: [To match existing].

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
  1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
  2. Set posts plumb within a tolerance of 1/16 inch in 3 feet (2 mm in 1 m).
  3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet (5 mm in 3 m).
- C. Corrosion Protection: Coat concealed surfaces of that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

- A. Nonwelded Connections: Use mechanical or adhesive joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings. Seal recessed holes of exposed locking screws using plastic cement filler colored to match finish of railings.
- B. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

- C. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches (50 mm) beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches (150 mm) of post.

### 3.4 ANCHORING POSTS

- A. Use steel pipe sleeves preset and anchored into concrete for installing posts. After posts have been inserted into sleeves, fill annular space between post and sleeve with **nonshrink, nonmetallic grout**, mixed and placed to comply with anchoring material manufacturer's written instructions.

### 3.5 ATTACHING RAILINGS

- A. Secure wall brackets **and railing end flanges** to building construction as follows:
  - 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
  - 2. For hollow masonry anchorage, use toggle bolts.

### 3.6 CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
  - 1. Apply by brush or spray to provide a minimum 2.0-mil (0.05-mm) dry film thickness.
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in **Division 09 painting Sections**.
- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

### 3.7 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.
- B. Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in the field to the shop; make required alterations and refinish entire unit, or provide new units.

## END OF SECTION

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**SECTION 06 10 00**  
**ROUGH CARPENTRY**

**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. Framing with dimension lumber.
  - 2. Blocking for rooftop equipment bases and support curbs.
  - 3. Wood blocking and nailers.
  - 4. Wood sleepers.
  - 5. Plywood backing panels.
- B. Related Requirements:
  - 1. Division 06 Section 06 16 00 "Sheathing."

**1.3 DEFINITIONS**

- A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.
  - 3. RIS: Redwood Inspection Service.
  - 4. SPIB: The Southern Pine Inspection Bureau.
  - 5. WCLIB: West Coast Lumber Inspection Bureau.
  - 6. WWPA: Western Wood Products Association.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For fire-retardant treatments, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- B. Evaluation Reports: For the following, from ICC-ES:
  1. Wood-preservative-treated wood.
  2. Power-driven fasteners.
  3. Powder-actuated fasteners.
  4. Expansion anchors.
  5. Metal framing anchors.

#### 1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers beneath and between each bundle to provide air circulation. Protect lumber from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.



## PART 2 - PRODUCTS

## 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
  - 1. Factory mark each piece of lumber with grade stamp of grading agency.
  - 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  - 3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 15 percent unless otherwise indicated.

## 2.2 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.
- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet (3.2 m) beyond the centerline of the burners at any time during the test.
  - 1. Use treatment that does not promote corrosion of metal fasteners.
  - 2. Interior Type A: Treated materials shall have a moisture content of 28 percent or less when tested according to ASTM D 3201 at 92 percent relative humidity. Use where exterior type is not indicated.
  - 3. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664 and design value adjustment factors shall be calculated according to ASTM D 6841. For enclosed roof framing, framing in attic spaces, and where high temperature fire-retardant treatment is indicated, provide material with adjustment factors of not less than 0.85 modulus of elasticity and 0.75 for extreme fiber in bending for Project's climatological zone.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of qualified testing agency.
- E. Application: Treat items indicated on Drawings, and the following:

1. Concealed blocking.
2. Plywood backing panels.

## 2.3 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWP A U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
  1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
  1. Wood sills, sleepers, blocking, and similar concealed members in contact with masonry or concrete.
  2. Wood floor plates that are installed over concrete slabs-on-grade.

## 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
  1. Blocking.
  2. Nailers.
  3. Rooftop equipment bases and support curbs.
- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber and the following species:
  1. Hem-fir (north); NLGA.
  2. Mixed southern pine; SPIB.
  3. Spruce-pine-fir; NLGA.
- C. For concealed boards, provide lumber with 15 percent maximum moisture content and the following species and grades:
  1. Mixed southern pine; No. 2 grade; SPIB.
  2. Hem-fir or hem-fir (north); Construction or No. 2 Common grade; NLGA, WCLIB, or WWPA.
  3. Spruce-pine-fir (south) or spruce-pine-fir; Construction or No. 2 Common grade; NeLMA, NLGA, WCLIB, or WWPA.

- D. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.
- E. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

## 2.5 PLYWOOD BACKING PANELS

- A. Equipment Backing Panels: DOC PS 1, Exposure 1, C-D Plugged, fire-retardant treated, in thickness indicated or, if not indicated, not less than 1/2-inch nominal thickness.

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
  - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry assemblies and equal to four times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
  - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

## 2.7 METAL FRAMING ANCHORS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:

1. Cleveland Steel Specialty Co.
  2. KC Metals Products, Inc.
  3. Phoenix Metal Products, Inc.
  4. Simpson Strong-Tie Co., Inc.
  5. USP Structural Connectors.
- B. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer that meet or exceed those of basis-of-design products. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- C. Galvanized-Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.
1. Use for interior locations unless otherwise indicated.
- D. Hot-Dip, Heavy-Galvanized Steel Sheet: ASTM A 653/A 653M; structural steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G185 coating designation; and not less than 0.036 inch thick.
1. Use for wood-preservative-treated lumber and where indicated.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Install plywood backing panels by fastening to studs; coordinate locations with utilities requiring backing panels. Install fire-retardant treated plywood backing panels with classification marking of testing agency exposed to view.
- D. Metal Framing Anchors: Install metal framing anchors to comply with manufacturer's written instructions. Install fasteners through each fastener hole.
- E. Install sill sealer gasket to form continuous seal between sill plates and foundation walls.
- F. Do not splice structural members between supports unless otherwise indicated.
- G. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches o.c.
  - H. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
  - I. Comply with AWPAC M4 for applying field treatment to cut surfaces of preservative-treated lumber.
    1. Use inorganic boron for items that are continuously protected from liquid water.
    2. Use copper naphthenate for items not continuously protected from liquid water.
  - J. Provide fire blocking in furred spaces, stud spaces, and other concealed cavities as indicated and as follows:
    1. Fire block furred spaces of walls, at each floor level, at ceiling, and at not more than 96 inches o.c. with solid wood blocking or noncombustible materials accurately fitted to close furred spaces.
    2. Fire block concealed spaces of wood-framed walls and partitions at each floor level, at ceiling line of top story, and at not more than 96 inches o.c. Where fire blocking is not inherent in framing system used, provide closely fitted solid wood blocks of same width as framing members and 2-inch nominal thickness.
    3. Fire block concealed spaces between floor sleepers with same material as sleepers to limit concealed spaces to not more than 100 sq. ft. and to solidly fill space below partitions.
  - K. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
    1. NES NER-272 for power-driven fasteners.
    2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
  - L. Use steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.
- 3.2 WOOD BLOCKING, AND NAILER INSTALLATION
- A. Install where indicated and where required for screeding or attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
  - B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces unless otherwise indicated.

- C. Where wood-preservative-treated lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- D. Provide permanent grounds of dressed, pressure-preservative-treated, key-beveled lumber not less than 1-1/2 inches wide and of thickness required to bring face of ground to exact thickness of finish material. Remove temporary grounds when no longer required.

### 3.3 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

**END OF SECTION**

**SECTION 06 10 53**

**MISCELLANEOUS ROUGH CARPENTRY**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

**1.02 SECTION INCLUDES**

- A. Roofing nailers.
- B. Preservative treated wood materials.
- C. Fire retardant treated wood materials.
- D. Communications and electrical room mounting boards.
- E. Concealed wood blocking, nailers, and supports.

**1.03 RELATED REQUIREMENTS**

- A. Division 03 Section 03 30 00 "Cast-in-Place Concrete:" Setting anchors in concrete.

**1.04 REFERENCE STANDARDS**

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. AWWA U1 - Use Category System: User Specification for Treated Wood.
- D. PS 1 - Structural Plywood.
- E. PS 20 - American Softwood Lumber Standard.
- F. SPIB (GR) - Grading Rules.

**1.05 SUBMITTALS**

- A. Product Data: Provide technical data on wood preservative materials and application instructions.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, and installation.

PART 2 - PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
  - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([www.alsc.org](http://www.alsc.org)) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No.2 or Standard Grade.
  - 2. Boards: Standard or No.3.

2.03 CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: PS 1, A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Anchors: Toggle bolt type for anchorage to hollow masonry.



## 2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
  - 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWA standards.
- B. Fire Retardant Treatment:
  - 1. Interior Type A: AWWA U1, Use Category UCFA, Commodity Specification H, low temperature, low hygroscopic type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
    - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
    - b. Treat rough carpentry items as indicated.
    - c. Do not use treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
  - 1. Preservative Pressure Treatment of Lumber Above Grade: AWWA U1, Use Category UC3B, Commodity Specification A.
    - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
    - b. Treat lumber in contact with roofing or flashing.
    - c. Treat lumber in contact with masonry or concrete.
    - d. Treat lumber less than 18 inches above grade.
    - e. Treat lumber in other locations as indicated.

## PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

### 3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

### 3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

### 3.04 INSTALLATION OF CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on edges and into studs in field of board.
  - 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
  - 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
  - 3. Install adjacent boards without gaps.
  - 4. Size and Location: As indicated on drawings.

### 3.05 SITE APPLIED WOOD TREATMENT

- A. Apply preservative treatment compatible with factory applied treatment at site-sawn cuts, complying with manufacturer's instructions.
- B. Allow preservative to dry prior to erecting members.

### 3.06 CLEANING

- A. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- B. Prevent sawdust and wood shavings from entering the storm drainage system.

## **END OF SECTION**

## SECTION 06 16 00 - SHEATHING

## 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 sheathing.

## 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Indicate type of preservative used and net amount of preservative retained.
  - 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated plywood complies with requirements. Include physical properties of treated materials.
  - 3. For fire-retardant treatments, include physical properties of treated plywood both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5516.
  - 4. For products receiving waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
  - 5. For air-barrier and water-resistant glass-mat gypsum sheathing, include manufacturer's technical data and tested physical and performance properties of products.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.[ including list of ABAA-certified installers and supervisors employed by Installer, who work on Project] [and] [testing and inspecting agency].
- B. Product Certificates: From air-barrier and water-resistant glass-mat gypsum sheathing manufacturer, certifying compatibility of sheathing accessory materials with Project materials that connect to or that come in contact with the sheathing.
- C. Product Test Reports: For each air-barrier and water-resistant glass-mat gypsum sheathing assembly, indicating compliance with specified requirements, for tests performed by a qualified testing agency.

- D. Field quality-control reports.

## 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer of air-barrier and water-resistant glass-mat gypsum sheathing.
  - 1. Installer shall be licensed by ABAA according to ABAA's Quality Assurance Program and shall employ ABAA-certified installers and supervisors on Project.
- B. Testing Agency Qualifications:
  - 1. For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.
  - 2. For testing and inspecting agency providing tests and inspections related to air-barrier and water-resistant glass-mat gypsum sheathing: an independent agency, qualified according to ASTM E 329 for testing indicated, and certified by Air Barrier Association of America, Inc.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack panels flat with spacers beneath and between each bundle to provide air circulation. Protect sheathing from weather by covering with waterproof sheeting, securely anchored. Provide for air circulation around stacks and under coverings.

## PART 2 - PRODUCTS

### 2.1 WOOD PANEL PRODUCTS

- A. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- B. Factory mark panels to indicate compliance with applicable standard.

### 2.2 ROOF SHEATHING

- A. Plywood or Oriented-Strand-Board Sheathing: Exposure 1, Structural I sheathing.
  - 1. Span Rating: Not less than 32/16.
  - 2. Nominal Thickness: Not less than 5/8 inch .

### 2.3 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.

1. For roof sheathing, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ICC-ES AC70.
- D. Screws for Fastening Sheathing to Wood Framing: ASTM C 1002.
- E. Screws for Fastening Gypsum Sheathing to Cold-Formed Metal Framing: Steel drill screws, in length recommended by sheathing manufacturer for thickness of sheathing to be attached.
  1. For steel framing less than 0.0329 inch (0.835 mm) thick, use screws that comply with ASTM C 1002.
  2. For steel framing from 0.033 to 0.112 inch (0.84 to 2.84 mm) thick, use screws that comply with ASTM C 954.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement. Arrange joints so that pieces do not span between fewer than three support members.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
  1. Table 2304.9.1, "Fastening Schedule," in the ICC's International Building Code.
  2. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in the ICC's International Residential Code for One- and Two-Family Dwellings.
  3. ICC-ES evaluation report for fastener.
- D. Use common wire nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.
- E. Coordinate roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
- G. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

### 3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
  - 1. Roof Sheathing:
    - a. [Nail] [Nail or staple] to wood framing.[ Apply a continuous bead of glue to framing members at edges of wall sheathing panels.]
    - b. Screw to cold-formed metal framing.
    - c. Space panels 1/8 inch (3 mm) apart at edges and ends.

### 3.3 GYPSUM SHEATHING INSTALLATION

- A. Comply with GA-253 and with manufacturer's written instructions.
  - 1. Fasten gypsum sheathing to wood framing with [nails] [or] [screws].
  - 2. Fasten gypsum sheathing to cold-formed metal framing with screws.
  - 3. Install panels with a 3/8-inch (9.5-mm) gap where non-load-bearing construction abuts structural elements.
  - 4. Install panels with a 1/4-inch (6.4-mm) gap where they abut masonry or similar materials that might retain moisture, to prevent wicking.
- B. Apply fasteners so heads bear tightly against face of sheathing, but do not cut into facing.
- C. Horizontal Installation: Install sheathing with V-grooved edge down and tongue edge up. Interlock tongue with groove to bring long edges in contact with edges of adjacent panels without forcing. Abut ends over centers of studs, and stagger end joints of adjacent panels not less than one stud spacing. Attach at perimeter and within field of panel to each stud.
  - 1. Space fasteners approximately 8 inches (200 mm) o.c. and set back a minimum of 3/8 inch (9.5 mm) from edges and ends of panels.
  - 2. For sheathing under stucco cladding, panels may be initially tacked in place with screws if overlying self-furring metal lath is screw-attached through sheathing to studs immediately after sheathing is installed.
- D. Vertical Installation: Install vertical edges centered over studs. Abut ends and edges with those of adjacent panels. Attach at perimeter and within field of panel to each stud.
  - 1. Space fasteners approximately 8 inches (200 mm) o.c. and set back a minimum of 3/8 inch (9.5 mm) from edges and ends of panels.
  - 2. For sheathing under stucco cladding, panels may be initially tacked in place with screws if overlying self-furring metal lath is screw-attached through sheathing to studs immediately after sheathing is installed.
- E. Seal sheathing joints according to sheathing manufacturer's written instructions.

1. Apply elastomeric sealant to joints and fasteners and trowel flat. Apply sufficient amount of sealant to completely cover joints and fasteners after troweling. Seal other penetrations and openings.
2. Apply glass-fiber sheathing tape to glass-mat gypsum sheathing joints and apply and trowel sealant to embed entire face of tape in sealant. Apply sealant to exposed fasteners with a trowel so fasteners are completely covered. Seal other penetrations and openings.

F. Air-Barrier and Water-Resistant Glass-Mat Gypsum Sheathing:

1. Install accessory materials according to sheathing manufacturer's written instructions and details to form a seal with adjacent construction, to seal fasteners, and ensure continuity of air and water barrier.
  - a. Coordinate the installation of sheathing with installation of roofing membrane and base flashing to ensure continuity of air barrier with roofing membrane.
  - b. Install transition strip on roofing membrane or base flashing, so that a minimum of 3 inches (75 mm) of coverage is achieved over each substrate.
2. Connect and seal sheathing material continuously to air barriers specified under other Sections as well as to roofing-membrane air barrier, concrete below-grade structures, floor-to-floor construction, exterior glazing and window systems, glazed curtain-wall systems, storefront systems, exterior louvers, exterior door framing, and other construction used in exterior wall openings, using accessory materials.
3. Apply joint sealants forming part of air-barrier assembly within manufacturer's recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
4. Wall Openings: Prime concealed, perimeter frame surfaces of windows, curtain walls, storefronts, and doors. Apply [transition strip] [preformed silicone extrusion], so that a minimum of 3 inches (75 mm) of coverage is achieved over each substrate. Maintain 3 inches (75 mm) of full contact over firm bearing to perimeter frames, with not less than 1 inch (25 mm) of full contact.
  - a. Transition Strip: Roll firmly to enhance adhesion.
  - b. Preformed Silicone Extrusion: Set in full bed of silicone sealant applied to walls, frame, and air-barrier material.
5. Fill gaps in perimeter frame surfaces of windows, curtain walls, storefronts, doors, and miscellaneous penetrations of sheathing material with foam sealant.
6. Seal strips and transition strips around masonry reinforcing or ties and penetrations with termination mastic.
7. Seal top of through-wall flashings to sheathing with an additional 6-inch- (150-mm-) wide, transition strip.
8. Seal exposed edges of strips at seams, cuts, penetrations, and terminations not concealed by metal counterflashings or ending in reglets with termination mastic.
9. Repair punctures, voids, and deficient lapped seams in strips and transition strips extending 6 inches (150 mm) beyond repaired areas in strip direction.

3.4 CEMENTITIOUS BACKER UNIT INSTALLATION

- A. Install panels and treat joints according to ANSI A108.11 and manufacturer's written instructions for type of application indicated.

3.5 FIELD QUALITY CONTROL

- A. ABAA Quality Assurance Program: Perform examinations, preparation, installation, testing, and inspections under ABAA's Quality Assurance Program.
- B. Testing and Inspecting Agency: [Owner will engage] [Engage] a qualified testing agency to perform tests and inspections.
- C. Inspections: Air-barrier and water-resistant glass-mat gypsum sheathing, accessories, and installation are subject to inspection for compliance with requirements.[ Inspections may include the following:]
  - 1. Continuity of air-barrier system has been achieved throughout the building envelope with no gaps or holes.
  - 2. Laps in strips and transition strips have complied with minimum requirements and have been shingled in the correct direction (or mastic has been applied on exposed edges), with no fishmouths.
  - 3. Termination mastic has been applied on cut edges.
  - 4. Strips and transition strips have been firmly adhered to substrate.
  - 5. Compatible materials have been used.
  - 6. Transitions at changes in direction and structural support at gaps have been provided.
  - 7. Connections between assemblies (sheathing and sealants) have complied with requirements for cleanliness, surface preparation and priming, structural support, integrity, and continuity of seal.
  - 8. All penetrations have been sealed.
- D. Tests: As determined by testing agency from among the following tests:
  - 1. Air-Leakage-Location Testing: Air-barrier sheathing assemblies will be tested for evidence of air leakage according to [ASTM E 1186, chamber pressurization or depressurization with smoke tracers] [ASTM E 1186, chamber depressurization using detection liquids] <Insert requirement>.
  - 2. Air-Leakage-Volume Testing: Air-barrier assemblies will be tested for air-leakage rate according to [ASTM E 783] [or] [ASTM E 2357].
- E. Air barriers will be considered defective if they do not pass tests and inspections.
- F. Repair damage to air barriers caused by testing; follow manufacturer's written instructions.
- G. Prepare test and inspection reports.

END OF SECTION 06 16 00



## **SECTION 06 20 13**

### **EXTERIOR FINISH CARPENTRY**

#### **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. Exterior solid cellular PVC trim.
- B. Related Requirements:
  - 1. Division 06 Section 06 10 00 "Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.
  - 2. Division 06 Section 06 10 53 "Miscellaneous Rough Carpentry" for furring, blocking, and other carpentry work not exposed to view.

##### **1.3 DEFINITIONS**

- A. MDO: Plywood with a medium-density overlay on the face.
- B. PVC: Polyvinyl chloride.

##### **1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.
  - 1. Include data for wood-preservative treatment from chemical-treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained. Include chemical-treatment manufacturer's written instructions for finishing treated material.
  - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced before shipment to Project site to levels specified.
- B. Samples: For each exposed product and for each color and texture specified.

- C. Samples for Initial Selection: For each type of product involving selection of colors, profiles, or textures.
- D. Samples for Verification:
  - 1. For cellular PVC trim, with half of exposed surface finished; 50 sq. in. (300 sq. cm).

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:
  - 1. Cellular PVC trim.
- B. Sample Warranties: For manufacturer's warranties.

#### 1.6 PRODUCTS

- 1. Basis of Design: “**Azek Exteriors**” or approved equal. Other manufacturers;
  - a. Versatex
  - b. James Hardie, Inc.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber, plywood, and other panels flat with spacers between each bundle to provide air circulation.
  - 1. Protect materials from weather by covering with waterproof sheeting, securely anchored.
  - 2. Provide for air circulation around stacks and under coverings.

#### 1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecast weather conditions permit work to be performed and at least one coat of specified finish can be applied without exposure to rain, snow, or dampness.
- B. Do not install finish carpentry materials that are wet, moisture damaged, or mold damaged.
  - 1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  - 2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## PART 2 - PRODUCTS

## 2.1 EXTERIOR TRIM

- A. Cellular PVC Trim: Extruded, expanded PVC with a small-cell microstructure, recommended by manufacturer for exterior use, made from UV- and heat-stabilized rigid material.
1. Density: Not less than 31 lb/cu. ft. (500 kg/cu. m).
  2. Heat Deflection Temperature: Not less than 130 deg F (54 deg C), according to ASTM D648.
  3. Coefficient of Thermal Expansion: Not more than  $4.5 \times 10^{-5}$  inches/inch x deg F ( $8.1 \times 10^{-5}$  mm/mm x deg C).
  4. Water Absorption: Not more than 1 percent, according to ASTM D570.
  5. Flame-Spread Index: 75 or less, according to ASTM E84.
  6. Patterns/Profiles: **As indicated on drawings.**

## 2.2 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Provide nails or screws, in sufficient length to penetrate not less than 1-1/2 inches (38 mm) into wood substrate.
1. For face-fastening siding, provide ringed-shank siding nails **or hot-dip galvanized-steel siding nails unless otherwise indicated.**
- B. Adhesive for Cellular PVC Trim: Product recommended by trim manufacturer.
- C. Flashing: Comply with requirements in Section 076200 "Sheet Metal Flashing and Trim" for flashing materials installed in exterior finish carpentry.
- D. Insect Screening for Soffit Vents: **Stainless steel, 18-by-18-inch (1.4-by-1.4-mm) mesh.**
- E. Continuous Soffit Vents: **Extruded, expanded PVC slant cut vented soffit by exterior trim manufacturer.**
1. Finish: **White paint.**
- F. Sealants: Latex, complying with ASTM C834 **Type OP, Grade NF** and applicable requirements in Section 079200 "Joint Sealants," and recommended by sealant and substrate manufacturers for intended application.

## 2.3 FABRICATION

- A. Back out or kerf backs of standing and running trim wider than 5 inches (125 mm), except members with ends exposed in finished work.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine finish carpentry materials before installation. Reject materials that are wet, moisture damaged, and mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.
- B. Prime lumber and moldings to be painted, including both faces and edges, unless factory primed.
  - 1. Cut to required lengths and prime ends.
  - 2. Comply with requirements in Section 099113 "Exterior Painting."

#### 3.3 INSTALLATION, GENERAL

- A. Do not use materials that are unsound, warped, improperly treated or finished, inadequately seasoned, or too small to fabricate with proper jointing arrangements.
  - 1. Do not use manufactured units with defective surfaces, sizes, or patterns.
- B. Install exterior finish carpentry level, plumb, true, and aligned with adjacent materials.
  - 1. Use concealed shims where necessary for alignment.
  - 2. Scribe and cut exterior finish carpentry to fit adjoining work.
  - 3. Refinish and seal cuts as recommended by manufacturer.
  - 4. Install to tolerance of 1/8 inch in 96 inches (3 mm in 2438 mm) for level and plumb. Install adjoining exterior finish carpentry with 1/32-inch (0.8-mm) maximum offset for flush installation and 1/16-inch (1.5-mm) maximum offset for reveal installation.
  - 5. Coordinate exterior finish carpentry with materials and systems in or adjacent to it.
  - 6. Provide cutouts for mechanical and electrical items that penetrate exterior finish carpentry.

#### 3.4 INSTALLATION OF STANDING AND RUNNING TRIM

- A. Install cellular PVC trim to comply with manufacturer's written instructions.
- B. Install trim with minimum number of joints as is practical, using full-length pieces from maximum lengths of lumber available. Do not use pieces less than 48 inches (610 mm) long, except where necessary.
  - 1. Use scarf joints for end-to-end joints.

2. Stagger end joints in adjacent and related members.
- C. Fit exterior joints to exclude water.
1. Cope at returns and miter at corners to produce tight-fitting joints, with full-surface contact throughout length of joint.
  2. Plane backs of casings to provide uniform thickness across joints, where necessary for alignment.
- D. Where face fastening is unavoidable, countersink fasteners, fill surface flush, and sand unless otherwise indicated.

### 3.5 ADJUSTING

- A. Replace exterior finish carpentry that is damaged or does not comply with requirements.
1. Exterior finish carpentry may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.
- B. Adjust joinery for uniform appearance.

### 3.6 CLEANING

- A. Clean exterior finish carpentry on exposed and semiexposed surfaces.
- B. Touch up factory-applied finishes to restore damaged or soiled areas.

### 3.7 PROTECTION

- A. Protect installed products from damage from weather and other causes during construction.
- B. Remove and replace finish carpentry materials that are wet, moisture damaged, and mold damaged.
1. Indications that materials are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
  2. Indications that materials are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

## END OF SECTION

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**SECTION 07 21 00****THERMAL INSULATION****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

**1.02 SECTION INCLUDES**

- A. Board insulation at perimeter foundation wall, over roof deck, and exterior wall behind metal siding wall finish.
- B. Batt insulation and vapor retarder in exterior wall, ceiling, and roof construction.
- C. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.
- D. Accessories
  - 1. Adhesives.
  - 2. Foundation protective liner.

**1.03 RELATED REQUIREMENTS**

- A. Division 07 Section 07 26 00 "Vapor Retarders:" Separate vapor retarder materials.

**1.04 REFERENCE STANDARDS**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- B. ASTM A1046/A1046M - Standard Specification for Steel Sheet, Zinc-Aluminum-Magnesium Alloy-Coated by the Hot-Dip Process.
- C. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- D. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- E. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- F. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension.

- G. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- H. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials.
- I. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750°C.

#### 1.05 SUBMITTALS

- A. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

#### 1.06 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

### PART 2 - PRODUCTS

#### 2.01 APPLICATIONS

- A. Insulation at Perimeter of Foundation: Extruded polystyrene (XPS) board.
- B. Insulation Between Metal Siding and Masonry Walls: Polyisocyanurate board.
- C. Insulation Over Metal Stud Framed Walls, Continuous: Polyisocyanurate board.
- D. Insulation Over Roof Deck: Polyisocyanurate board.

#### 2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Comply with ASTM C578 with either natural skin or cut cell surfaces.
  - 1. Type and Compressive Resistance: Type IV, 25 psi (173 kPa), minimum.
  - 2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
  - 3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
  - 4. Type and Thermal Resistance, R-value: Type IV, 5.0 (0.88), minimum, per 1 inch thickness at 75 degrees F mean temperature.
  - 5. Board Edges: Square.
  - 6. Type and Water Absorption: Type XII, 0.3 percent by volume, maximum, by total immersion.
  - 7. Products:



- a. DuPont de Nemours, Inc; Styrofoam Brand Square Edge:  
building.dupont.com/#sle.
  - b. Kingspan Insulation LLC; GreenGuard XPS Type IV, 25  
psi: www.kingspan.com/#sle.
  - c. Owens Corning Corporation; Owens Corning® FOAMULAR® & FOAMULAR®  
NGX™ 150: www.ocbuildingspec.com/#sle.
  - d. Or equal.
- B. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, comply with ASTM C1289.
1. Classifications:
    - a. Type V: Faced with oriented strand board (OSB) or plywood on one major surface of the core foam and faced on the other major surface with any facer described in this specification.
      - 1) Compressive Strength: 16 psi, minimum.
      - 2) Thermal Resistance, R-value: At 1-1/2 inch thick; 6.2, minimum, at 75 degrees F.
  2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
  3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
  4. Water Vapor Permeance: 1.2 perm, maximum, at 1 inch thickness, and when tested in accordance with ASTM E96/E96M, desiccant method.
  5. Board Size: 48 inch by 96 inch.
  6. Board Thickness: 4.5 inch.
  7. Board Edges: Square.
  8. Products:
    - a. Hunter Panels; H-Shield NB: www.hunterpanels.com/#sle.
    - b. Or equal.
- C. Rigid Cellular Polyisocyanurate (ISO) Thermal Insulation Board with Facers Both Sides: Complying with ASTM C1289.
1. Classifications:
    - a. Type I: Faced with aluminum foil on both major surfaces of core foam.
      - 1) Class 2 - Glass fiber reinforced or non-reinforced core foam.
      - 2) Compressive Strength: 16 psi, minimum.
      - 3) Thermal Resistance, R-value: At 1-1/2 inch thick; 9.0, minimum, at 75 degrees F.
  2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
  3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
  4. Board Size: 48 inch by 96 inch.
  5. Thermal Resistance: R-value of \_\_\_\_\_.
  6. Board Edges: Square.
  7. Products:
    - a. Hunter Panels; Xci Foil (Class A): www.hunterpanels.com/#sle.
    - b. Or equal.

2.03 MINERAL FIBER BLANKET INSULATION MATERIALS

- A. Flexible Glass Fiber Blanket Thermal Insulation: Preformed insulation, complying with ASTM C665; friction fit.
  - 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
  - 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
  - 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136.
  - 4. Formaldehyde Content: Zero.
  - 5. Thermal Resistance: R-value of 19.
  - 6. Thickness: 6 inch.
  - 7. Facing: Aluminum foil, one side.

2.04 ACCESSORIES

- A. Tape: Reinforced polyethylene film with acrylic pressure sensitive adhesive.
  - 1. Application: Sealing of interior circular penetrations, such as pipes or cables.
  - 2. Width: Are required for application.
  - 3. Temperature Resistance: Range of minus 40 to 212 degrees F.
- B. Self-Adhered Transition Flashing: Multipurpose, self-adhered flashing with modified butyl adhesive, polyester fiber top sheet, and polypropylene interlayer.
  - 1. Application: Primerless adhesion for use as through-wall flashings and wall transitions to roof and below-grade systems.
  - 2. Thickness: 45 mil, 0.045 inch, nominal.
  - 3. Size: 6 inches wide, in rolls 75 feet long.
  - 4. Tensile Strength: Greater than 1,300 psi complying with ASTM D412 test method.
- C. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide.
- D. Tape joints of rigid insulation in accordance with roofing and insulation manufacturers' instructions.
- E. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
  - 1. Length as required for thickness of insulation material and penetration of deck substrate, with metal washers.
- F. Continuous Insulation (CI) Support Clips: Thermally-broken, with steel support girts and rails for support of cladding z-girts, angles, channels, and other insulation framing.
  - 1. Galvanized Steel Support Clip: 14 gauge, 0.0747 inch, galvanized support clip complying with ASTM A1046/A1046M, Zinc-Aluminum-Magnesium, minimum thickness ZM40.
  - 2. Steel Classification: Structural Steel (SS), Grade 50, 50 ksi Yield.
  - 3. Vertical Girt: Vertical girt with pre-punched attachment holes, directly attached on top of rigid insulation [directly to substrate] at regular spacing, with engineered thermally isolated washer assembly and fasteners.
    - a. Steel Thickness: Minimum 0.046-inch thick (18 gauge).

- b. Profile Depth: 0.75 inches.
    - c. Girt Fastening Face, Width: 2-inches.
  - 4. Clip Depth: As indicated on drawings.
  - 5. Secondary Horizontal Rail: Nominal 0.046 inch thick (18 gauge) cold-formed steel.
    - a. Profile: Hat channel with stiffening lips.
    - b. Profile Depth: 0.75 inches.
    - c. Girt Fastening Face: 5.0 inches.
    - d. Weep Drains: 0.75 inches diameter at 4 inches on center along flanges to allow for free air flow laterally.
    - e. Attachment Holes: Locate at 2 inch on center along back to facilitate number 14 self-drilling self-tapping screw attachment to primary rail.
      - 1) Oversize holes to allow for thermal contraction and expansion of rail.
  - 6. Products:
    - a. Knight Wall Systems; Knight CI System (Basis of Design): [www.knightwallsystems.com](http://www.knightwallsystems.com).
    - b. Northern Facades; ISO Clip: [www.northernfacades.com/#sle](http://www.northernfacades.com/#sle).
    - c. Or equal.
- G. Foundation Protective Liner for Exposed Foundation Insulation: Fiberglass reinforced plastic, 0.060 inch thick.
  - 1. Products: GroundBreaker manufactured by NUDO Products, Inc.: [www.nudo.com](http://www.nudo.com), or Approved Equal.
- H. Adhesive: Type recommended by insulation manufacturer for application.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

#### 3.02 BOARD INSTALLATION AT FOUNDATION PERIMETER

- A. Adhere a 6 inches wide strip of polyethylene sheet over construction, control, and expansion joints with double beads of adhesive each side of joint.
  - 1. Tape seal joints.
  - 2. Extend sheet full height of joint.
- B. Apply adhesive to back of boards:
  - 1. Three continuous beads per board length.
  - 2. Full bed 1/8 inch thick.
- C. Install boards horizontally on foundation perimeter.

1. Place boards to maximize adhesive contact.
  2. Install in running bond pattern.
  3. Butt edges and ends tightly to adjacent boards and to protrusions.
- D. Extend boards over expansion joints, unbonded to foundation on one side of joint.
- E. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

### 3.03 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Adhere 6 inches wide strip of polyethylene sheet over expansion joints with double beads of adhesive each side of joint.
1. Tape seal joints between sheets.
  2. Extend sheet full height of joint.
- B. Apply adhesive to back of boards:
1. Three continuous beads per board length.
  2. Full bed 1/8 inch thick.
- C. Install boards horizontally on walls.
1. Place boards to maximize adhesive contact.
  2. Install in running bond pattern.
  3. Butt edges and ends tightly to adjacent boards and protrusions.
- D. Extend boards over expansion joints, unbonded to wall on one side of joint.
- E. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.
- F. Tape insulation board joints.

### 3.04 BOARD INSTALLATION OVER LOW SLOPE ROOF DECK

- A. Board Installation Over Roof Deck, General:
1. See applicable roofing specification section for specific board installation requirements.
  2. Fasten insulation to deck in accordance with roofing manufacturer's written instructions and in accordance with code required wind uplift requirements.
  3. Do not apply more insulation than can be covered with roofing on the same day.

### 3.05 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.

- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Coordinate work of this section with requirements for vapor retarder, see Section 07 26 00.

3.06 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION**

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**SECTION 07 26 00****VAPOR RETARDERS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

**1.02 SECTION INCLUDES**

- A. Vapor retarders.

**1.03 RELATED REQUIREMENTS**

- A. Division 03 Section 03 30 00 "Cast-in-Place Concrete:" Vapor retarder under concrete slabs on grade.
- B. Division 04 Section 04 20 00 "Unit Masonry:" Construction of mock-up.

**1.04 DEFINITIONS**

- A. Vapor Retarder: Airtight barrier made of material that is relatively water vapor impermeable, to degree specified, with seams and joints sealed to adjacent surfaces.
- B. Vapor Retarder Class: A measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class is defined using Procedure A, Desiccant Method at 73 degrees F and 50 percent Relative Humidity (RH), in accordance with ASTM E96/E96M and ICC (IBC)-2018, as follows:
  - 1. Class I: 0.1 perm or less.
  - 2. Class II: Greater than 0.1 perm to 1.0 perm.
  - 3. Class III: Greater than 1.0 perm to 10 perms.

**1.05 REFERENCE STANDARDS**

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers--Tension.
- C. ASTM D751 - Standard Test Methods for Coated Fabrics.
- D. ASTM D903 - Standard Test Method for Peel or Stripping Strength of Adhesive Bonds.

- E. ASTM D5590 - Standard Test Method for Determining the Resistance of Paint Films and Related Coatings to Fungal Defacement by Accelerated Four-Week Agar Plate Assay.
- F. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials.
- G. ICC (IBC)-2021 - International Building Code.
- H. ICC-ES AC148 - Acceptance Criteria for Flexible Flashing Materials.

1.06 SUBMITTALS

- A. Product Data: Provide data on material characteristics, performance criteria, and limitations.
- B. Shop Drawings: Provide drawings of special joint conditions.
- C. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.
- D. Installer's qualification statement.
- E. Testing agency qualification statement.

1.07 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

1.08 MOCK-UPS

- A. Locate where directed.
  - 1. Construct mock-up as part of mock-up as specified in Section 04 20 00.
- B. Mock-up may remain as part of work.

1.09 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by materials manufacturers before, during, and after installation.

PART 2 - PRODUCTS

2.01 VAPOR RETARDERS

- A. Underslab Vapor Retarders: See Section 03 30 00.
- B. Vapor Retarder Coating: Liquid applied, resilient, ultra-violet (UV) light resistant coating; associated joint treatment.



1. Dry Film Thickness (DFT): 40 mil, 0.040 inch, minimum.
2. Water Vapor Permeance: 1.0 perm, maximum, when tested in accordance with ASTM E96/E96M.
3. VOC Content: Less than 6.68 oz/gal, when tested in accordance with 40 CFR 59, Subpart D - EPA Method 24.
4. Resistance to Fungal Growth: No growth when tested in accordance with ASTM D5590.
5. Suitable for use on concrete, masonry, plywood, and gypsum sheathing.
6. Joint Preparation Treatment: Provide coating manufacturer's recommended method, either tape or reinforcing mesh saturated with coating material.
7. Joint Filler: As recommended by coating manufacturer and suitable to the substrate.
8. Products:
  - a. Carlisle Coatings and Waterproofing; Barriseal-R: [www.carlisleccw.com/#sle](http://www.carlisleccw.com/#sle).
  - b. Henry Company; Air-Bloc 16MR: [www.henry.com/#sle](http://www.henry.com/#sle).
  - c. W.R. Meadows, Inc; Air-Shield LSR: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
  - d. Or equal.

## 2.02 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Vapor Retarder and Adjacent Substrates: As indicated, complying with vapor retarder manufacturer's installation instructions.
- B. Sealant for Cracks and Joints in Substrates: Resilient elastomeric joint sealant compatible with substrates and vapor retarder materials.
  1. Application: Apply at 10 mil, 0.030 to 0.040 inch, nominal thickness.
  2. Color: Green.
  3. Elongation: 1,300 percent, measured in accordance with ASTM D412.
  4. Peel Adhesion: 28 lb/inch, minimum, when tested in accordance with ASTM D903.
  5. Hydrostatic Head Pressure: Resists head pressure of 57 feet, maximum, when tested in accordance with ASTM D751.
- C. Primer: Liquid applied polymer.
  1. Color: Green.
  2. Elongation: 1,300 percent, measured in accordance with ASTM D412.
- D. Flexible Flashing: Self-adhering or mechanically-attached flashing used for wall penetrations in accordance with ICC-ES AC148 requirements.
- E. Liquid Flashing: One part, fast curing, nonsag, elastomeric, gun grade, trowelable.
  1. Products:
    - a. Dow; DOWSIL 778 Silicone Liquid Flashing: [www.dow.com/#sle](http://www.dow.com/#sle).
    - b. Master Builders Solutions; MasterSeal AWB 900: [www.master-builders-solutions.com/en-us/#sle](http://www.master-builders-solutions.com/en-us/#sle).
    - c. Master Wall Inc; SuperiorFlash: [www.masterwall.com/#sle](http://www.masterwall.com/#sle).
    - d. Or equal.

- F. Attachment Battens: Galvanized steel bars, 1 by 48 inch, with anchors of same material.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that surfaces and conditions comply with requirements of this section.

#### 3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives and sealants in accordance with manufacturer's installation instructions.

#### 3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Vapor Retarders: Install continuous airtight barrier over surfaces indicated, with sealed seams and sealed joints to adjacent surfaces.
- C. Apply sealants and adhesives within recommended temperature range in accordance with manufacturer's installation instructions.
- D. Vapor Retarder Coatings:
1. Prepare substrate in accordance with coating manufacturer's installation instructions; treat joints in substrate and between dissimilar materials as indicated.
  2. Where exterior masonry veneer is being installed, install masonry anchors before installing vapor retarder over masonry; provide airtight seal around anchors.
  3. Apply bead or trowel coat of mastic sealant with minimum thickness of 1/4 inch along coating seams, rough cuts, and as recommended by manufacturer.
  4. Apply flashing to seal with adjacent construction and to bridge joints in coating substrate.
- E. Openings and Penetrations in Exterior Vapor Retarders:
1. Install flashing over sills, covering entire sill framing member, and extend at least 5 inches onto vapor retarder and at least 6 inches up jambs; mechanically fasten stretched edges.
  2. At openings with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches wide; do not seal sill flange.
  3. At openings with nonflanged frames, seal vapor retarder to each side of framing at opening using flashing at least 9 inches wide, and covering entire depth of framing.
  4. At head of openings, install flashing under vapor retarder extending at least 2 inches beyond face of jambs; seal vapor retarder to flashing.
  5. At interior face of openings, seal gaps between window/door frame and rough framing using appropriate joint sealant over backer rod.

6. Service and Other Penetrations: Form flashing around penetrating items and seal to surface of vapor retarder.

### 3.04 FIELD QUALITY CONTROL

- A. Owner's Inspection and Testing: Cooperate with Owner's testing agency.
  1. Allow access to work areas and staging.
  2. Notify Owner's testing agency in writing of schedule for work of this section to allow sufficient time for testing and inspection.
  3. Do not cover work of this section until testing and inspection is accepted.
- B. Do not cover installed vapor retarders until required inspections have been completed.
- C. Obtain approval of installation procedures from vapor retarder manufacturer based on a mock-up installed in place, prior to proceeding with remainder of installation.
- D. Take digital photographs of each portion of installation prior to covering up vapor retarders.

### 3.05 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

**END OF SECTION**

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**SECTION 07 41 13****METAL ROOF PANELS****PART 1 - GENERAL****1.01 RELATED DOCUMENT**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

**1.02 SECTION INCLUDES**

- A. Metal roof panel system of preformed aluminum panels.

**1.03 RELATED REQUIREMENTS**

- A. Division 07 Section 07 21 00 "Thermal Insulation" Rigid roof insulation.
- B. Division 07 Section 07 92 00 "Joint Sealants:" Sealing joints between metal roof panel system and adjacent construction.

**1.04 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- B. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.
- C. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- D. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials.
- E. ASTM E1592 - Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference.
- F. ASTM E1646 - Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference.
- G. ICC-ES AC188 - Acceptance Criteria for Roof Underlayments.
- H. UL 580 - Standard for Tests for Uplift Resistance of Roof Assemblies.

1.05 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Storage and handling requirements and recommendations.
  - 2. Installation methods.
  - 3. Specimen warranty.
- B. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayments, and special conditions.
  - 1. Show work to be field-fabricated or field-assembled.
- C. Verification Samples: For each roofing system specified, submit samples of minimum size 12 inches square, representing actual roofing metal, thickness, profile, color, and texture.
- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.
- F. Test Reports: Indicate compliance of metal roofing system to specified requirements.
- G. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section and with at least three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Provide strippable plastic protection on prefinished roofing panels for removal after installation.
- B. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

1.08 FIELD CONDITIONS

- A. Do not install metal roof panels, eave protection membrane when surface, ambient air, or wind chill temperatures are below 45 degrees F.

1.09 WARRANTY

- A. Finish Warranty: Provide 5-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.

- B. Special Warranty: Provide 20-year warranty for weathertightness of roofing system, including agreement to repair or replace metal roof panels that fail to keep out water commencing on the Date of Substantial Completion. Complete forms in Owner's name and register with warrantor.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Architectural Metal Roof Panel Manufacturers:

1. ATAS International, Inc; Field-Lok 2" (Basis of Design): [www.atas.com/#sle](http://www.atas.com/#sle).
2. Or approved equal.

### 2.02 PERFORMANCE REQUIREMENTS

- A. Metal Roof Panels: Provide complete roofing assemblies, including roof panels, clips, fasteners, connectors, and miscellaneous accessories, tested for compliance with the following minimum standards:
1. Overall: Complete weathertight system tested and approved in accordance with ASTM E1592.
  2. Wind Uplift: Class 90 wind uplift resistance of UL 580.
  3. Water Penetration: No water penetration when tested in accordance with procedures and recommended test pressures of ASTM E1646; perform test immediately following air infiltration test.
  4. Thermal Movement: Design system to accommodate without deformation anticipated thermal movement over ambient temperature range of 100 degrees F.

### 2.03 METAL ROOF PANELS

- A. Metal Roof Panels: Provide complete engineered system complying with specified requirements and capable of remaining weathertight while withstanding anticipated movement of substrate and thermally induced movement of roofing system.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
1. Aluminum Panels:
    - a. Alloy and Temper: Aluminum complying with ASTM B209/B209M; temper as required for forming.
    - b. Thickness: Minimum 20 gauge, 0.032 inch.
  2. Profile: Standing seam, with minimum 2-inch seam height; concealed fastener system for field seaming with special tool.
  3. Texture: Smooth, with intermediate ribs for added stiffness.
  4. Length: Maximum possible length to minimize lapped joints. Where lapped joints are unavoidable, space laps so that each sheet spans over three or more supports.
  5. Width: Maximum panel coverage of 24 inches.

2.04 ATTACHMENT SYSTEM

- A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

2.05 FABRICATION

- A. Panels: Provide factory fabricated panels with applied finish and accessory items, using manufacturer's standard processes as required to achieve specified appearance and performance requirements.
- B. Joints: Provide captive gaskets, sealants, or separator strips at panel joints to ensure weathertight seals, eliminate metal-to-metal contact, and minimize noise from panel movements.

2.06 FINISHES

- A. Fluoropolymer Coil Coating System: Manufacturer's standard multi-coat metal coil coating system complying with AAMA 2605, including at least 70 percent polyvinylidene fluoride (PVDF) resin, and at least 80 percent of coil coated metal surfaces having minimum total dry film thickness (DFT) of 0.9 mil, 0.0009 inch; color and gloss to match sample.

2.07 ACCESSORIES

- A. Miscellaneous Sheet Metal Items: Provide flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, and equipment curbs of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
- C. Sealants:
  - 1. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
  - 2. Concealed Sealant: Non-curing butyl sealant or tape sealant.
  - 3. Seam Sealant: Factory-applied, non-skinning, non-drying type.
- D. Underlayment: Self-adhering unreinforced polymer modified bitumen material adhered to the underside of a polymer-coated synthetic woven material, complying with ASTM D1970
  - 1. Minimum Requirements: Comply with requirements of ICC-ES AC188 for non-self-adhesive sheet.
  - 2. Sheet Thickness: 45 mil, 0.045 inch minimum total thickness.
  - 3. Low Temperature Flexibility: Comply with ASTM D1970/D1970M.
  - 4. Water Vapor Permeance: 0.1 perm, maximum, when tested in accordance with ASTM E96/E96M using Desiccant Method (Method A).
  - 5. Tear resistance: Comply with ASTM D4073



6. Products:
  - a. Basis of Design: ATAS International, Inc: ATA-Sheild Self Adhering Underlayment: [www.atas.com/#sle](http://www.atas.com/#sle).
  - b. Certainteed Roofing; DiamondDeck High Performance Synthetic Roofing Underlayment: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
  - c. Henry Company; Blueskin RF200: [www.henry.com/#sle](http://www.henry.com/#sle).
  - d. Or equal.

### PART 3 – EXECUTION

#### 3.01 EXAMINATION

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

#### 3.02 PREPARATION

- A. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to ensure that completed roof will be free of leaks.
- B. Remove protective film from surface of roof panels immediately prior to installation; strip film carefully to avoid damage to prefinished surfaces.
- C. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by metal roof panel manufacturer.
- D. Protect surrounding areas and adjacent surfaces from damage during execution of this work.
- E. At locations where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

#### 3.03 INSTALLATION

- A. Overall: Install roofing system in accordance with approved shop drawings and metal roof panel manufacturer's instructions and recommendations, as applicable to specific project conditions; securely anchor components of roofing system in place allowing for thermal and structural movement.
  1. Install roofing system with concealed clips and fasteners, except as otherwise recommended by manufacturer for specific circumstances.
  2. Minimize field cutting of panels. Where field cutting is required, use methods that will not distort panel profiles. Use of torches for field cutting is prohibited.
- B. Accessories: Install necessary components that are required for complete roofing assembly, including flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, equipment curbs, rib closures, ridge closures, and similar roof accessory items.

- C. Roof Panels: Install metal roof panels in accordance with manufacturer's installation instructions, minimizing transverse joints except at junction with penetrations.
  - 1. Form weathertight standing seams incorporating concealed clips, using an automatic mechanical seaming device approved by panel manufacturer.
  - 2. Install sealant or sealant tape at end laps and side joints as recommended by metal roof panel manufacturer.

3.04 CLEANING

- A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

3.05 PROTECTION

- A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged roof panels or accessories before Date of Substantial Completion.

3.06 COLOR SCHEDULE

- A. Roof Panel: ATAS #62 Charcoal Grey.
- B. Trim, Gutters and Downspouts: ATAS #62 Charcoal Grey.

**END OF SECTION**

**SECTION 07 42 93****SOFFIT PANELS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Metal soffit panels.
  - 2. Division 07 Section 07 41 13 "Metal Roof Panels" for lap-seam metal roof panels.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Shop Drawings:
  - 1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
  - 2. Accessories: Include details of flashing, trim, and anchorage systems, at a scale of not less than **1-1/2 inches per 12 inches (1:10)**.
- C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
  - 1. Include similar Samples of trim and accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
  - 1. Metal Panels: **12 inches (305 mm)** long by actual panel width. Include fasteners, closures, and other metal panel accessories.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For each product, tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For metal panels to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by the manufacturer.
- B. UL-Certified, Portable Roll-Forming Equipment: UL-certified, portable roll-forming equipment capable of producing metal panels warranted by manufacturer to be the same as factory-formed products. Maintain UL certification of portable roll-forming equipment for duration of work.
  - 1. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.
- B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal panels during installation.
- E. Copper Panels: Wear gloves when handling to prevent fingerprints and soiling of surface.

1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

## 1.9 COORDINATION

- A. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of walls, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

## 1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Structural failures including rupturing, cracking, or puncturing.
    - b. Deterioration of metals and other materials beyond normal weathering.
  - 2. Warranty Period: [**Two**] years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Delta E units when tested according to ASTM D2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  - 2. Finish Warranty Period: [**20**] years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Air Infiltration: Air leakage of not more than [0.06 cfm/sq. ft. (0.3 L/s per sq. m)] when tested according to ASTM E283 at the following test-pressure difference:
  - 1. Test-Pressure Difference: [1.57 lbf/sq. ft. (75 Pa)] [6.24 lbf/sq. ft. (300 Pa)].
- B. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E331 at the following test-pressure difference:
  - 1. Test-Pressure Difference: [2.86 lbf/sq. ft. (137 Pa)] [6.24 lbf/sq. ft. (300 Pa)].
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): [**120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces**]

## 2.2 METAL SOFFIT PANELS

- A. Provide metal soffit panels designed to be installed by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Metal Soffit Panels: Match Basis of Design: **Atas International, Inc.** or approved equal.
- C. Flush-Profile Metal Soffit Panels **TYPE 'A' [Solid]** panels formed with vertical panel edges and [intermediate stiffening ribs symmetrically spaced] [a flat pan] between panel edges; with flush joint between panels.
  1. Sealant: Factory applied within interlocking joint.
  2. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G90 (Z275) coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, Class AZ50 (Class AZM150) coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
    - a. Nominal Thickness: [**0.034 inch (0.86 mm)**]
    - b. Exterior Finish: [polyvinylide fluoropolymer (PVDF) finish]
    - c. Color: [**As selected by Architect from manufacturer's full range**]
    - d. Panel Coverage: 4 inches
    - e. Panel Height: 0.75 inch
- D. Flush-Profile Metal Soffit Panels **TYPE 'B' [Perforated]** panels formed with vertical panel edges and [intermediate stiffening ribs symmetrically spaced] [a flat pan] between panel edges; with flush joint between panels.
  1. Sealant: Factory applied within interlocking joint.
  2. Metallic-Coated Steel Sheet: Zinc-coated (galvanized) steel sheet complying with ASTM A653/A653M, G90 (Z275) coating designation, or aluminum-zinc alloy-coated steel sheet complying with ASTM A792/A792M, Class AZ50 (Class AZM150) coating designation; structural quality. Prepainted by the coil-coating process to comply with ASTM A755/A755M.
    - a. Nominal Thickness: [**0.034 inch (0.86 mm)**]
    - b. Exterior Finish: [polyvinylide fluoropolymer (PVDF) finish]
    - c. Color: [**As selected by Architect from manufacturer's full range**]
    - d. Panel Coverage: 4 inches
    - e. Panel Height: 0.75 inch

## 2.3 MISCELLANEOUS MATERIALS

- A. Miscellaneous Metal Subframing and Furring: ASTM C645, cold-formed, metallic-coated steel sheet, ASTM A653/A653M, G90 (Z275 hot-dip galvanized) coating designation or ASTM A792/A792M, Class AZ50 (Class AZM150) aluminum-zinc-alloy coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.
- B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.
  - 1. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads. Provide exposed fasteners with heads matching color of metal panels by means of plastic caps or factory-applied coating. Provide EPDM or PVC sealing washers for exposed fasteners.
- E. Panel Sealants: Provide sealant types recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
  - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
  - 2. Joint Sealant: ASTM C920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
  - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C1311.

## 2.4 FABRICATION

- A. Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

- D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
  - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  - 2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
  - 3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  - 4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
  - 5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
  - 6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.
    - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal soffit panel manufacturer for application but not less than thickness of metal being secured.

## 2.5 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Steel Panels and Accessories:
  - 1. Two-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions[ **for seacoast and severe environments**].
  - 2. Three-Coat Fluoropolymer: AAMA 621. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions[ **for seacoast and severe environments**].



3. Mica Fluoropolymer: AAMA 621. Two-coat fluoropolymer finish with suspended mica flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions[ **for seacoast and severe environments**].
4. Metallic Fluoropolymer: AAMA 621. Three-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions[ **for seacoast and severe environments**].
5. FEVE Fluoropolymer: AAMA 621. Two-coat fluoropolymer finish containing 100 percent fluorinated ethylene vinyl ether (FEVE) resin in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
6. Siliconized Polyester: Epoxy primer and silicone-modified, polyester-enamel topcoat; with a dry film thickness of not less than 0.2 mil (0.005 mm) for primer and 0.8 mil (0.02 mm) for topcoat.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
  1. Examine framing to verify that girts, angles, channels, studs, and other structural panel support members and anchorage have been installed within alignment tolerances required by metal panel manufacturer.
  2. Examine sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal panel manufacturer.
    - a. Verify that air- or water-resistive barriers been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C754 and metal panel manufacturer's written recommendations.
  1. Soffit Framing: Wire tie [ **or clip**] furring channels to supports [, **as required to comply with requirements for assemblies indicated**].

### 3.3 INSTALLATION

- A. Install metal panels according to manufacturer's written instructions in orientation, sizes, and locations indicated. Install panels perpendicular to supports unless otherwise indicated. Anchor metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.
1. Shim or otherwise plumb substrates receiving metal panels.
  2. Flash and seal metal panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until air- or water-resistive barriers and flashings that will be concealed by metal panels are installed.
  3. Install screw fasteners in predrilled holes.
  4. Locate and space fastenings in uniform vertical and horizontal alignment.
  5. Install flashing and trim as metal panel work proceeds.
  6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
  7. Provide weathertight escutcheons for pipe- and conduit-penetrating panels.
- B. Fasteners:
1. Steel Panels: Use stainless steel fasteners for surfaces exposed to the exterior; use galvanized-steel fasteners for surfaces exposed to the interior.
  2. Aluminum Panels: Use aluminum or stainless steel fasteners for surfaces exposed to the exterior; use aluminum or galvanized-steel fasteners for surfaces exposed to the interior.
  3. Copper Panels: Use copper, stainless steel, or hardware-bronze fasteners.
  4. Stainless Steel Panels: Use stainless steel fasteners.
- C. Metal Protection: Where dissimilar metals contact each other or corrosive substrates, protect against galvanic action as recommended in writing by metal panel manufacturer.
- D. Lap-Seam Metal Panels: Fasten metal panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.
1. Apply panels and associated items true to line for neat and weathertight enclosure.
  2. Provide metal-backed washers under heads of exposed fasteners bearing on weather side of metal panels.
  3. Locate and space exposed fasteners in uniform vertical and horizontal alignment. Use proper tools to obtain controlled uniform compression for positive seal without rupture of washer.
  4. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
- E. Watertight Installation:
1. Apply a continuous ribbon of sealant or tape to seal lapped joints of metal panels, using sealant or tape as recommend by manufacturer on side laps of nesting-type panels and elsewhere as needed to make panels watertight.
  2. Provide sealant or tape between panels and protruding equipment, vents, and accessories.
  3. At panel splices, nest panels with minimum 6-inch (152-mm) end lap, sealed with sealant and fastened together by interlocking clamping plates.

- F. Accessory Installation: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
1. Install components required for a complete metal panel system including trim, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items. Provide types indicated by metal panel manufacturer; or, if not indicated, provide types recommended by metal panel manufacturer.
- G. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that are permanently watertight.
1. Install exposed flashing and trim that is without buckling, and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to achieve waterproof performance.
  2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (610 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

### 3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. After metal panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

### END OF SECTION

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## **SECTION 07 62 00**

### **SHEET METAL FLASHING AND TRIM**

#### **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. Manufactured reglets with counterflashing.
  - 2. Formed roof-drainage sheet metal fabrications.
  - 3. Formed low-slope roof sheet metal fabrications.
  - 4. Formed steep-slope roof sheet metal fabrications.

##### **1.3 COORDINATION**

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

##### **1.4 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  - 2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
  - 3. Review requirements for insurance and certificates if applicable.
  - 4. Review sheet metal flashing observation and repair procedures after flashing installation.

##### **1.5 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and

profiles, and finishes.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop-and field-assembled work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
10. Include details of special conditions.
11. Include details of connections to adjoining work.
12. Detail formed flashing and trim at scale of not less than 1-1/2 inches per 12 inches.

C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.

1.6 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested.
- B. Product Test Reports: For each product, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

## 1.10 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  - 1. Exposed Panel 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: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
  - 1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

### 2.2 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

- B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.
  - 1. As-Milled Finish: One-side bright mill.
  - 2. Exposed Coil-Coated Finish:
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  - 3. Color: As selected by Architect from manufacturer's full range.
  - 4. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 316, dead soft, fully annealed; with smooth, flat surface.
  - 1. Finish: 2D (dull, cold rolled).

## 2.3 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

## 2.4 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
  - 1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
  - 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
  - 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2-inch-wide and 1/8 inch thick.



- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.
- G. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
- H. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

## 2.5 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.
  - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 2. Obtain field measurements for accurate fit before shop fabrication.
  - 3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
  - 4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.
  - 1. Form expansion joints of intermeshing hooked flanges, not less than 1-inch deep, filled with butyl sealant concealed within joints.
  - 2. Use lapped expansion joints only where indicated on Drawings.
- D. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by cited sheet metal standard for application, but not less than thickness of metal being secured.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant

unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

- H. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.
- I. Do not use graphite pencils to mark metal surfaces.

## 2.7 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof and Roof-to-Wall Transition Expansion-Joint Cover: Fabricate from the following materials: Shop fabricate interior and exterior corners.
  - 1. Aluminum: 0.050 inch thick.
  - 2. Stainless Steel: 0.025 inch thick.
- B. Base Flashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
  - 1. Aluminum: 0.040 inch thick.
  - 2. Stainless Steel: 0.019 inch thick.
- C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
  - 1. Aluminum: 0.032 inch thick.
  - 2. Stainless Steel: 0.019 inch thick.
- D. Flashing Receivers: Fabricate from the following materials:
  - 1. Aluminum: 0.032 inch thick.
  - 2. Stainless Steel: 0.016 inch thick.
- E. Roof-Penetration Flashing: Fabricate from the following materials:
  - 1. Stainless Steel: 0.019 inch thick.
- F. Roof-Drain Flashing: Fabricate from the following materials:
  - 1. Stainless Steel: 0.016 inch thick.

## 2.8 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
  - 1. Aluminum: 0.032 inch thick.
  - 2. Stainless Steel: 0.016 inch thick.
- B. Valley Flashing: Fabricate from the following materials:

1. Copper: 16 oz./sq. ft.
2. Stainless Steel: 0.019 inch thick.

C. Drip Edges: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.
2. Stainless Steel: 0.016 inch thick.

D. Eave, Rake, Ridge, and Hip Flashing: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.
2. Stainless Steel: 0.016 inch thick.

E. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.
2. Stainless Steel: 0.019 inch thick.

F. Flashing Receivers: Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.
2. Stainless Steel: 0.016 inch thick.

G. Roof-Penetration Flashing: Fabricate from the following materials:

1. Stainless Steel: 0.019 inch thick.

## 2.9 WALL SHEET METAL FABRICATIONS

A. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings. Form head and sill flashing with 2-inch-high, end dams. Fabricate from the following materials:

1. Aluminum: 0.032 inch thick.
2. Stainless Steel: 0.016 inch thick.

B. Wall Expansion-Joint Cover: Fabricate from the following materials:

1. Aluminum: 0.040 inch thick.
2. Stainless Steel: 0.019 inch thick.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.

1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
3. Verify that air-or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 UNDERLAYMENT INSTALLATION

- A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.

### 3.3 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of welds and sealant.
  2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than 12 inches apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
  5. Torch cutting of sheet metal flashing and trim is not permitted.
  6. Do not use graphite pencils to mark metal surfaces.
- A. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.
1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
  2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
  2. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener

manufacturer to achieve maximum pull-out resistance.

- E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.
- F. Seal joints as required for watertight construction.
  - 1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
  - 2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."
- G. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

### 3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.
- B. Hanging Gutters: Join sections with joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.
  - 1. Fasten gutter spacers to front and back of gutter.
  - 2. Anchor gutter with straps spaced not more than 24 inches apart to roof deck, unless otherwise indicated, and loosely lock to front gutter bead.
  - 3. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints.
  - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c.
  - 2. Provide elbows at base of downspout to direct water away from building where indicated on Drawings.
  - 3. Connect downspouts to underground drainage system.
- D. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches in direction of water flow.

### 3.5 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and

seams that are permanently watertight and weather resistant.

- B. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- C. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints minimum of 4 inches. Secure in waterproof manner by means of snap-in installation and sealant or lead wedges and sealant or interlocking folded seam or blind rivets and sealant unless otherwise indicated.
- D. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with butyl sealant and clamp flashing to pipes that penetrate roof.

### 3.6 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.
- B. Through-Wall Flashing: Installation of through-wall flashing is specified in Section 042000 "Unit Masonry."
- C. Reglets: Installation of reglets is specified in Section 033000 "Cast-in-Place Concrete." and Section 042000 "Unit Masonry."
- D. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend 4 inches beyond wall openings.

### 3.7 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines indicated on Drawings and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.8 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

**END OF SECTION**

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**SECTION 07 71 00**

**ROOF SPECIALTIES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

**1.02 SECTION INCLUDES**

- A. Manufactured roof specialties, including copings.

**1.03 RELATED REQUIREMENTS**

- A. Section 07 41 13 – Metal Roof Panels.
- B. Section 07 72 53 – Snow Guards: =

**1.04 REFERENCE STANDARDS**

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems.
- C. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- D. NRCA (RM) - The NRCA Roofing Manual.

**1.05 SUBMITTALS**

- A. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- B. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- C. Samples: Submit two appropriately sized samples of coping.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS

- A. Roof Edge Flashings and Copings:
  - 1. Metal-Era Inc; Perma-Tite Coping (Basis of Design): [www.metalera.com/#sle](http://www.metalera.com/#sle).
  - 2. ATAS International, Inc: [www.atas.com/#sle](http://www.atas.com/#sle).
  - 3. Or Approved Equal.
- B. Roof venting:
  - 1. Roof to Wall: Cor-A-Vent V-600TE or approved equal.

### 2.02 COMPONENTS

- A. Copings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
  - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.
  - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code.
  - 3. Wall Width: As indicated on drawings.
  - 4. Outside Face Height: As indicated on drawings.
  - 5. Inside Face Height: As indicated on drawings.
  - 6. Material: Formed aluminum sheet, 0.050 inch thick, minimum.
  - 7. Finish: 70 percent polyvinylidene fluoride.
  - 8. Color: To be selected by Architect from full range of colors.

### 2.03 FINISHES

- A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as indicated.

### 2.04 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Seal joints within components when required by component manufacturer.
- C. Anchor components securely.

- D. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

**END OF SECTION**

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## **SECTION 07 72 53**

### **SNOW GUARDS**

#### **PART 1 – GENERAL**

##### **1.1 SUMMARY**

###### **A. WORK INCLUDES**

1. Pad-type, seam-mounted-metal snow guards.
2. Coordinate with the installation of the roof to assure proper placement of the snow guards.
3. Provide appropriate snow guard and fasteners for the roof system.

###### **B. RELATED SECTIONS**

1. Section 07 41 13 – Metal Roof Panels
2. Section 07 71 00 – Roof Specialties

##### **1.2 SYSTEM DESCRIPTION**

###### **A. COMPONENTS:**

1. Individual metal snow guards non penetrating for Standing Seam Metal Roofs.
2. Fasteners
  - a. To be of metal compatible with snow guards and roof system.
  - b. Fasteners should be selected for compatibility with the roof deck.
  - c. Fastener strength should exceed or be equal to that of the snow guard system.
3. Sealant (if required by roof manufacturer). a. To be roof manufacturer approved.

###### **B. DESIGN REQUIREMENTS:**

1. Spacing to be recommended by manufacturer or building engineer.
2. Minimum 2 fasteners per snow guard.
3. It is important to design new structures or assess existing structures to make sure that they can withstand retained snow loads.

##### **1.3 SUBMITTAL**

- A. Submit manufacturer's specifications, standard detail drawings, and recommended layout and installation instructions.

##### **1.4 QUALITY ASSURANCE**

- A. Installer to be experienced in the installation of specified roofing material and snow guards for no less than 5 years in the area of the project.

### 1.5 DELIVERY / STORAGE / HANDLING

- A. Inspect material upon delivery. Notify the manufacturer within 24 hours of any missing or defective items. Keep material dry, covered and off the ground until installed.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURER

- A. Basis of Design: **Berger Building Products, Inc. – AP Snow Guard Series**  
805 Pennsylvania Blvd.; Feasterville, PA  
19053; Tel: 800-523-8852; Email: Info@BergerBP.com Web:  
www.bergerbp.com

- B. Or approved equal.

### 2.2 MATERIALS

- B. ASTM B209 (ASTM B209M) aluminum sheet.

- 1) Finish: [High-performance organic two-coat fluoropolymer finish complying with AAMA 2605 and containing not less than 70 percent PVDF resin by weight in color coat]
  - a) Color: [As selected by Architect from manufacturer's full range]

## PART 3 – EXECUTION

### 3.1 EXAMINATION

- A. Substrate
  - 1. Inspect structure on which snow guard system is to be installed and verify that it will withstand any additional loading that it may incur. Notify general contractor of any deficiencies before installing Berger snow guards.
  - 2. Verify that roofing material has been installed correctly prior to installing snow guards.

### 3.2 INSTALLATION

- A. Comply with architectural drawings and snow guard manufacturer's recommendations for location of system. Comply with manufacturer's written installation instructions for installation and layout.

**END OF SECTION**

**SECTION 07 92 00****JOINT SEALANTS****PART 1 - GENERAL****1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

**1.02 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

**1.03 RELATED REQUIREMENTS**

- A. Division 08 Section 08 71 00 "Door Hardware:" Setting exterior door thresholds in sealant.
- B. Division 08 Section 08 80 00 "Glazing:" Glazing sealants and accessories.
- C. Division 09 Section 09 27 13 "Glass Fiber Reinforced Gypsum Fabrications.

**1.04 REFERENCE STANDARDS**

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer.
- B. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants.
- C. ASTM C834 - Standard Specification for Latex Sealants.
- D. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
- E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- F. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems.
- G. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- H. ASTM C1311 - Standard Specification for Solvent Release Sealants.
- I. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants.

- J. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints.
- K. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness.
- L. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- M. SCAQMD 1168 - Adhesive and Sealant Applications.
- N. SWRI (VAL) - SWR Institute Validated Products Directory.
- O. UL 263 - Standard for Fire Tests of Building Construction and Materials.

#### 1.05 SUBMITTALS

- A. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
  - 5. Substrates for which use of primer is required.
  - 6. Substrates for which laboratory adhesion and/or compatibility testing is required.
  - 7. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
  - 8. Sample product warranty.
  - 9. Certification by manufacturer indicating that product complies with specification requirements.
  - 10. SWRI Validation: Provide currently available sealant product validations as listed by SWRI (VAL) for specified sealants.
- B. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- D. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect and submit at least two physical samples for verification of color of each required sealant.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- F. Installation Plan: Submit at least four weeks prior to start of installation.
- G. Preinstallation Field Adhesion Test Plan: Submit at least two weeks prior to start of installation.
- H. Field Quality Control Plan: Submit at least two weeks prior to start of installation.



- I. Preinstallation Field Adhesion Test Reports: Submit filled out Preinstallation Field Adhesion Test Reports log within 10 days after completion of tests; include bagged test samples and photographic records.
- J. Installation Log: Submit filled out log for each length or instance of sealant installed.
- K. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.
- L. Manufacturer's qualification statement.
- M. Installer's qualification statement.
- N. Specimen warranty.

#### 1.06 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document covering installation requirements on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- D. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.
- E. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
  - 1. Adhesion Testing: In accordance with ASTM C794.
  - 2. Compatibility Testing: In accordance with ASTM C1087.
  - 3. Allow sufficient time for testing to avoid delaying the work.
  - 4. Deliver to manufacturer sufficient samples for testing.
  - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
  - 6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.
- F. Installation Plan: Include schedule of sealed joints, including the following.
  - 1. Joint width indicated in Contract Documents.
  - 2. Joint depth indicated in Contract Documents; to face of backing material at centerline of joint.
  - 3. Method to be used to protect adjacent surfaces from sealant droppings and smears, with acknowledgement that some surfaces cannot be cleaned to like-new condition and therefore prevention is imperative.
  - 4. Approximate date of installation, for evaluation of thermal movement influence.

5. Installation Log Form: Include the following data fields, with known information filled out.
  - a. Unique identification of each length or instance of sealant installed.
  - b. Location on project.
  - c. Substrates.
  - d. Sealant used.
  - e. Stated movement capability of sealant.
  - f. Primer to be used, or indicate as "No primer" used.
  - g. Size and actual backing material used.
  - h. Date of installation.
  - i. Name of installer.
  - j. Actual joint width; provide space to indicate maximum and minimum width.
  - k. Actual joint depth to face of backing material at centerline of joint.
  - l. Air temperature.
- G. Preinstallation Field Adhesion Test Plan: Include destructive field adhesion testing of one sample of each combination of sealant type and substrate, except interior acrylic latex sealants, and include the following for each tested sample.
  1. Identification of testing agency.
  2. Preinstallation Field Adhesion Test Log Form: Include the following data fields, with known information filled out.
    - a. Substrate; if more than one type of substrate is involved in a single joint, provide two entries on form, for testing each sealant substrate side separately.
    - b. Test date.
    - c. Location on project.
    - d. Sealant used.
    - e. Stated movement capability of sealant.
    - f. Test method used.
    - g. Date of installation of field sample to be tested.
    - h. Copy of test method documents.
    - i. Age of sealant upon date of testing.
    - j. Test results, modeled after the sample form in the test method document.
    - k. Indicate use of photographic record of test.
- H. Field Quality Control Plan:
  1. Visual inspection of entire length of sealant joints.
  2. Non-destructive field adhesion testing of sealant joints, except interior acrylic latex sealants.
    - a. For each different sealant and substrate combination, allow for one test every 12 inches in the first 10 linear feet of joint and one test every 24 inches thereafter.
    - b. If any failures occur in the first 10 linear feet, continue testing at 12 inches intervals at no extra cost to Owner.
  3. Destructive field adhesion testing of sealant joints, except interior sealant joints.
    - a. For each different sealant and substrate combination, allow for one test every 100 feet in the first 1000 linear feet, and one test per 1000 linear feet thereafter, or once per floor on each elevation.
    - b. If any failures occur in the first 1000 linear feet, continue testing at frequency of one test per 500 linear feet at no extra cost to Owner.

4. Field testing agency's qualifications.
  5. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.
- I. Field Adhesion Test Procedures:
1. Allow sealants to fully cure as recommended by manufacturer before testing.
  2. Have a copy of the test method document available during tests.
  3. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
  4. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
  5. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
  6. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- J. Non-Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Nondestructive Spot Method.
1. Record results on Field Quality Control Log.
  2. Repair failed portions of joints.
- K. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure
1. Sample: At least 18 inches long.
  2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
  3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.
  4. Record results on Field Quality Control Log.
  5. Repair failed portions of joints.
- L. Field Adhesion Tests of Joints: Test for adhesion using most appropriate method in accordance with ASTM C1521, or other applicable method as recommended by manufacturer.
- 1.07 WARRANTY
- A. Correct defective work within a five year period after Date of Substantial Completion.
- B. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

## PART 2 - PRODUCTS

### 2.01 JOINT SEALANT APPLICATIONS

#### A. Scope:

1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
  - a. Wall expansion and control joints.
  - b. Joints between door, window, and other frames and adjacent construction.
  - c. Joints between different exposed materials.
  - d. Openings below ledge angles in masonry.
  - e. Other joints indicated below.
2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
  - a. Joints between door, window, and other frames and adjacent construction.
  - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
    - 1) Exception: Through-penetrations in sound-rated assemblies that are also fire-rated assemblies.
  - c. Other joints indicated below.
3. Do not seal the following types of joints.
  - a. Intentional weepholes in masonry.
  - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
  - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
  - d. Joints where installation of sealant is specified in another section.
  - e. Joints between suspended panel ceilings/grid and walls.

#### B. Type 1B - Exterior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

1. Type 1E - Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
2. Type 1E - Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing.

#### C. Type 2B - Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

1. Type 2C - Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
2. Type 2A - Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
3. Type 2D - In Sound-Rated Assemblies: Acrylic emulsion latex sealant.
4. Type 2G - Narrow Control Joints in Interior Concrete Slabs: Self-leveling epoxy sealant.
5. Type 2F - Other Floor Joints: Self-leveling polyurethane "traffic-grade" sealant.

- D. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".

## 2.02 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.
- B. Colors: As selected by the Professional.

## 2.03 NONSAG JOINT SEALANTS

- A. Type A - Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
1. Color: Standard colors matching finished surfaces.
  2. Manufacturers:
    - a. ADFAST Corporation; ADSEAL KB 4800 Series: [www.adfastcorp.com/#sle](http://www.adfastcorp.com/#sle).
    - b. Pecora Corporation; Pecora 898 NST (Non-Staining Technology): [www.pecora.com/#sle](http://www.pecora.com/#sle).
    - c. Sika Corporation; Sikasil GP: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
    - d. Or equal as approved by the Professional.
- B. Type B - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 50 percent, minimum.
  2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
  3. Color: To be selected by Architect from manufacturer's standard range.
  4. Service Temperature Range: Minus 40 to 180 degrees F.
  5. Manufacturers:
    - a. Pecora Corporation; DynaTrol II: [www.pecora.com/#sle](http://www.pecora.com/#sle).
    - b. Sika Corporation; Sikaflex-15 LM: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
    - c. Tremco Commercial Sealants & Waterproofing; Dymeric 240 FC: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
    - d. Or equal as approved by the Professional.
- C. Type C - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
1. Color: To be selected by Architect from manufacturer's standard range.
  2. Manufacturers:
    - a. Franklin International, Inc; Titebond GREENchoice Acoustical Smoke & Sound Sealant: [www.titebond.com/#sle](http://www.titebond.com/#sle).
    - b. Hilti, Inc; CP 506 Smoke and Acoustical Sealant: [www.us.hilti.com/#sle](http://www.us.hilti.com/#sle).
    - c. Pecora Corporation; AC-20 +Silicone: [www.pecora.com/#sle](http://www.pecora.com/#sle).
    - d. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
    - e. Or equal as approved by the Professional.

- D. Type D - Acrylic Latex Sealant: ASTM C834; for use as acoustical sealant and in firestopping systems for expansion joints and through penetrations.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Fire Rated System: Complies with UL 263 and ASTM E119 with UL fire resistance classifications.
- E. Type E - Non-Curing Butyl Sealant: Solvent-based, single component, non-sag, non-skinning, non-hardening, non-bleeding; non-vapor-permeable; intended for fully concealed applications.

#### 2.04 SELF-LEVELING SEALANTS

- A. Type F - Self-Leveling Polyurethane Sealant for Continuous Water Immersion: Polyurethane; ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure and continuous water immersion.
  - 1. Movement Capability: Plus and minus 25 percent, minimum.
  - 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
  - 3. Color: Standard colors matching finished surfaces.
  - 4. Service Temperature Range: Minus 40 to 180 degrees F.
  - 5. Manufacturers:
    - a. Sika Corporation; Sikaflex-1c SL: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
    - b. W. R. MEADOWS, Inc; POURTHANE SL: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
    - c. Or equal as approved by the Professional.
- B. Type G - Semi-Rigid Self-Leveling Epoxy Joint Filler: Epoxy or epoxy/polyurethane copolymer; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.
  - 1. Durometer Hardness: Minimum of 85 for Type A or 35 for Type D, after seven days when tested in accordance with ASTM D2240.
  - 2. Color: Standard colors matching finished surfaces.
  - 3. Joint Width, Minimum: 1/8 inch.
  - 4. Joint Width, Maximum: 1/4 inch.
  - 5. Joint Depth: Provide product suitable for joints from 1/8 inch to 2 inches in depth including space for backer rod.
  - 6. Manufacturers:
    - a. Euclid Chemical Company; EUCO 700: [www.euclidchemical.com/#sle](http://www.euclidchemical.com/#sle).
    - b. Nox-Crete Inc; DynaFlex 502: [www.nox-crete.com/#sle](http://www.nox-crete.com/#sle).
    - c. W.R. Meadows, Inc; Rezi-Weld Flex: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
    - d. Or equal as approved by the Professional.

#### 2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
  2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
  3. Open Cell: 40 to 50 percent larger in diameter than joint width.
  4. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.
1. Provide primers that are appropriate for for porous or non-porous surfaces as required.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
  1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
  2. Notify Architect of date and time that tests will be performed, at least seven days in advance.
  3. Record each test on Preinstallation Adhesion Test Log as indicated.
  4. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Architect.
  5. After completion of tests, remove remaining sample material and prepare joint for new sealant installation.

#### 3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

### 3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- E. Install bond breaker backing tape where backer rod cannot be used.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- G. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- H. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- I. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

### 3.04 FIELD QUALITY CONTROL

- A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Non-Destructive Adhesion Testing: If there are any failures in first 100 linear feet, notify Architect immediately.
- C. Destructive Adhesion Testing: If there are any failures in first 1000 linear feet, notify Architect immediately.
- D. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.
- E. Repair destructive test location damage immediately after evaluation and recording of results.

### 3.05 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width; i.e. at low temperature in thermal cycle. Report failures immediately and repair.

## END OF SECTION



## **SECTION 09 22 16**

### **NON-STRUCTURAL METAL FRAMING**

#### **PART 1 - GENERAL**

##### **1.1 RELATED DOCUMENTS**

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

##### **1.2 SUMMARY**

- A. Section Includes:
  - 1. Non-load-bearing steel framing.

##### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product.

##### **1.4 INFORMATIONAL SUBMITTALS**

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.
- B. Evaluation Reports: For embossed, high-strength steel studs and tracks, from ICC-ES or other qualified testing agency acceptable to authorities having jurisdiction.

##### **1.5 QUALITY ASSURANCE**

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Certified Steel Stud Association or the Steel Stud Manufacturers Association.

#### **PART 2 - PRODUCTS**

##### **2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.

- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated on Drawings, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.
- C. Horizontal Deflection: For composite wall assemblies, limited to 1/360 of the wall height based on horizontal loading of 5 lbf/sq. ft.

## 2.2 FRAMING SYSTEMS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25percent.
- B. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for steel unless otherwise indicated.
  - 2. Protective Coating: ASTM A 653/A 653M, G40, hot-dip galvanized unless otherwise indicated.
- C. Studs and Tracks: ASTM C 645.
  - 1. Steel Studs and Tracks:
    - a. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      - 2) ClarkDietrich Building Systems.
      - 3) MarinoWARE.
      - 7) Steel Network, Inc. (The).
      - 8) Telling Industries.
      - 9) Or approved equal.
    - b. Minimum Base-Steel Thickness: As required by performance requirements for horizontal deflection.
    - c. Depth: As indicated on Drawings.
- D. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
  - 1. Manufacturers: Subject to compliance with requirements, available regional manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. ClarkDietrich Building Systems or approved equal.
  - 2. Minimum Base-Steel Thickness: As indicated on Drawings.
  - 3. Depth: As indicated on Drawings.
- E. Resilient Furring Channels: 1 1/2-inch- deep, steel sheet members designed to reduce sound transmission.

1. Manufacturers: Subject to compliance with requirements, available regional manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - a. ClarkDietrich Building Systems
  - b. Or Approved Equal.
2. Configuration: Asymmetrical or hat shaped.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.
- B. Coordination with Sprayed Fire-Resistive Materials:
  1. Before sprayed fire-resistive materials are applied, attach offset anchor plates or ceiling tracks to surfaces indicated to receive sprayed fire-resistive materials. Where offset anchor plates are required, provide continuous plates fastened to building structure not more than 24 inches o.c.
  2. After sprayed fire-resistive materials are applied, remove them only to extent necessary for installation of non-load-bearing steel framing. Do not reduce thickness of fire-resistive materials below that are required for fire-resistance ratings indicated. Protect adjacent fire-resistive materials from damage.

#### 3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
  1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.

2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
  3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
  4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
1. Single-Layer Application: unless otherwise indicated.
  2. Multilayer Application: unless otherwise indicated.
  3. Tile Backing Panels: unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
1. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
    - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.

3. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
    - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
  4. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
  5. Curved Partitions:
    - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
    - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches o.c.
- E. Direct Furring:
1. Screw to wood framing.
  2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

### **END OF SECTION**

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## SECTION 09 27 13

### GLASS-FIBER-REINFORCED GYPSUM FABRICATIONS

#### 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 factory-fabricated, glass-fiber-reinforced gypsum fabrications for interior applications.

##### 1.3 DESCRIPTION

- A. Columns shall be fiberglass column covers or approved equal.
- B. Column Style **round Tapered**.
- C. Column Style **Continued Plain**.
- D. Select Cap Style: **Doric**
- E. Select Base Style: **Tuscan**
- F. Column Bottom Shaft Diameter or Width: **As indicated on drawings**.
- G. Column overall Height: **As indicated on drawings**.
- H. Columns shaft shall come with integrated lap joint for ease of installation.
- I. Caps/Bases shall come: as wholes.
- J. Select Resin: General purpose.

##### 1.4 SUBMITTALS

- A. Submit literature and shop drawings.

##### 1.5 WARRANTY

- A. The column covers shall be guaranteed in writing against defects of materials or workmanship for a period of 25 years to the original owner.

- B. Columns must be installed following manufacturer's guidelines.

#### 1.6 VERIFICATION OF DESIGN

- A. The components incorporated into the drawings show dimensions and styles chosen to accomplish the Architect's intended aesthetic result and to conform to the building's configuration in both form and function. The contractor shall verify that all components to be provided by Royal Corinthian for the work of this section will fit the building's structural elements and meet the visual design criteria on the drawings without materially altering profiles and alignments.
- B. Any additional support or backing components shall be provided by the installation contractor as part of the work of this section.

### PART 2 – PRODUCTS

#### 2.1 ACCEPTABLE MANUFACTURER

- A. Basis of Design: **Royal Corinthian**  
603 Fenton Lane  
West Chicago, IL 60185  
T. 888-265-5661 F. 888-344-2937  
[royalcor@royalcorinthian.com](mailto:royalcor@royalcorinthian.com)  
[www.royalcorinthian.com](http://www.royalcorinthian.com)

- B. Or Approved Equal.

#### 2.2 FIBERGLASS, RESIN, AND GEL COAT MATERIALS

- A. Fiberglass chop strand or mat shall be equal to the products of PPG-Owens Corning.
- B. Polyester resins shall be General Purpose or Class A. The Class A resin will be flame retardant polyester resin. This resin is formulated for use in applications that require an ASTM E 84-01 Class 1 Flame spread and smoke suppression rating, without the use of fillers.
- C. Gel coat shall be high performance Marine Grade with ultra-violet inhibitors.
- D. Column thickness shall be a minimum of 3/16”.
- E. Gel coat thickness shall be 0.015” minimum to 0.025” maximum.
- F. Allowable Tolerances
  - 1. Dimensional Tolerances of Finished Units.
    - a. Dimensions 12’ or Under: +/- 1/4”
- G. Column diameters and widths are nominal.



PART 3 – EXECUTION

3.1 DELIVERY

- A. Deliver materials in original packages, containers, or bundles bearing brand name & identification of manufacturer or supplier. Customer to unload and store materials onsite under cover and in manner to keep them dry, protected from weather, direct sunlight, surface contamination, corrosion, and damage from construction traffic and other causes.
- B. Handle materials and products to prevent damages to edges, ends, or surfaces.

3.2 INSTALLATION

- A. Follow manufacturer's detailed installation guidelines. They are available online or by request.
- B. Recommend Caulk for all joints is a high end construction adhesive that is paintable.
- C. Paint-grade columns are recommended to be sanded at seam once finished, primed, and painted.

**END OF SECTION**

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**SECTION 09 91 00****INTERIOR PAINTING****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes surface preparation and the application of paint systems on the following substrates:
  - 1. Concrete masonry units (CMU).
  - 2. Concrete
  - 3. Gypsum Board
  - 4. Galvanized metal
  - 5. Aluminum (not anodized or otherwise coated).
  - 6. Wood
  - 7. Iron
  - 8. Mechanical and electrical work (MEP)

**1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Samples for Initial Selection: Upon request, for each type of topcoat product indicated.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches (200 mm) square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
  - 5. Label each sample as to date painted.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

#### 1.4 QUALITY ASSURANCE

##### A. MPI Standards:

1. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

##### B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

##### A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

#### 1.6 PROJECT CONDITIONS

##### A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg. F (10 and 35 deg. C).

##### B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg. F (3 deg. C) above the dew point; or to damp or wet surfaces.

#### 1.7 EXTRA MATERIALS

##### A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents. Furnish an additional 1 percent, but not less than 1 gal. of each material and color applied.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

##### A. Available Manufacturers: Subject to compliance with requirements, provide products by Sherwin Williams as listed the schedule.

##### B. Or Approved Equal.

#### 2.2 PAINT, GENERAL

## A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
3. Colors: To be selected by Architect from manuf. full range.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  1. Concrete: 12 percent.
  2. Masonry (Clay and CMU): 12 percent.
  3. Wood: 15 percent.
  4. Plaster: 12 percent.
  5. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

## 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface applied protection before surface preparation and painting.
  1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and re-prime substrate with compatible primers as required to produce paint systems indicated.
  - 2. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
  - 3. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.
  - 4. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, rinse, allow to dry, and vacuum before painting
- D. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- F. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
  - 1. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
  - 2. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
  - 3. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
- G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- H. Wood Substrates:
  - 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  - 2. Sand surfaces that will be exposed to view, and dust off.
  - 3. Prime edges, ends, faces, undersides, and backsides of wood.
  - 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.
- I. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
  - 1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
  - 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
  - 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- F. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- G. Overhead Structure and Exposed Ceiling Steel and Galvanized-Metal Substrates:
  - 1. Prep substrate as required minimum. Repair existing primed surfaces.
  - 2. Galvanized surface shall be prepared by either solvent cleaning and test for chromate passivation, with an SSPC SP 7 Brush-off blast cleaning if required or chemical-etching cleaners may be substituted for solvent washing and SSPC-SP 7 cleaning.
  - 3. Apply primer coat to unprimed surfaces.
  - 4. Paint exposed metal deck, structural steel, conduit, un-insulated ductwork and piping, and other mechanical and electrical work in finish and occupied rooms. Protect surfaces not to be painted. Dry-Fall painting shall not be required in mechanical-electrical equipment, custodial, storage and similar rooms.

- H. Exterior Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed on exterior of building, excluding roof mounted mechanical and electrical work. Items to be painted include, but are not limited to, the following:
1. Uninsulated metal and plastic piping, including hangers and supports.
  2. Louvers, grilles, vents unless prefinished.
  3. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
  4. Conduit and junction boxes.
  5. Electrical equipment that is indicated to have a factory-primed finish for field painting.
  6. Do not paint unless noted otherwise.
    - a. Prefinished mechanical equipment and items
    - b. pipe and duct insulation
    - c. Prefinished electrical devices and/or cover plates
    - d. Electrical fixtures
    - e. Nameplates
    - f. Moving parts
  7. Touch up damaged finishes, including field applied and pre-finished surfaces.
- I. Interior Mechanical and Electrical Work: Unless otherwise noted, painting of mechanical and electrical work is limited to items exposed to view in finished spaces as defined herein.
1. Locations where MEP work to be field painted include following
    - a. Occupied or Finish spaces are to include all rooms and other spaces with suspended, drywall or plaster ceiling, including toilet rooms and storage rooms. Also stairs, classroom and other rooms used by visitors.
    - b. Occupied or Finished Spaces with ceilings – Paint all exposed MEP work as described herein exposed to view.
    - c. Occupied or Finished Spaces without ceilings - Paint all exposed MEP work as described herein exposed to view, including the structure above - unless noted otherwise.
    - d. Occupied or Finished Spaces without ceilings (i.e., Egress Stairs, Gym, and Stage house), partial ceilings, and where indicated.
    - e. Unless noted otherwise, painting of MEP work is not required of Unfinished or unoccupied spaces include mechanical and electrical equipment rooms (rooms whose primary purpose is to house HVAC or other MEP equipt), elevator equipment rooms, IT equipt and MDF rooms, storage rooms without finish ceilings, shafts and chases.
  2. Items to be painted include, but are not limited to, the following:
    - a. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
    - b. Uninsulated metal and plastic piping
    - c. Piping hangers and supports.
    - d. Louvers grilles vents unless prefinished



- e. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
  - f. Electrical equipment that is indicated to have a factory-primed finish for field painting.
  - g. Conduit and junction boxes, including metallic and PVC materials, fire alarm, BAS, attachments exposed and semi-exposed to view in finish areas
  - h. Electrical and control panels in finish areas and exposed to view
3. Do not paint, unless noted otherwise.
- a. Prefinished mechanical equipment and items
  - b. pipe and duct insulation
  - c. Prefinished electrical devices and/or cover plates
  - d. Electrical fixtures
  - e. Nameplates
  - f. Moving parts
  - g. Sight exposed interior of ductwork and other equipment
4. Touch up damaged finishes, including field applied and pre-finished surfaces.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 EXTERIOR PAINTING SCHEDULE

- A. Steel Substrates:

Primer: ProIndustrial Pro-Cryl Universal Primer  
2 finish coats: ProIndustrial DTM Acrylic coting, semi-gloss

### 3.6 INTERIOR PAINTING SCHEDULE

A. CMU –Pre-Catalyzed epoxy

Filler: PrepRite Block Filler (OR upgrade: ProIndustrial Heavy Duty Block Filler)  
2 finish coats: ProIndustrial Pre-Catalyzed Water-Based Epoxy, semi-gloss

B. Gypsum – ceilings and soffits- flat finish

Primer: ProMar Ceiling Paint flat  
Finish coat: ProMar Ceiling Paint flat

C. Gypsum – Pre-Catalyzed epoxy

Primer: ProMar 200 Zero VOC Primer  
2 finish coats: ProIndustrial Pre-Catalyzed Water-Based Epoxy, eggshell

Moisture and Impact Resistant Gypsum – Pre-Catalyzed epoxy

Primer: Extreme BlockWaterbased Stain Blocking Primer – No Substitutions  
2 finish coats: ProIndustrial Pre-Catalyzed Water-Based Epoxy, eggshell

D. Wood- painted – semi-gloss finish

Primer: ProMar 200 Zero VOC Primer  
2 finish coats: Solo 100% Acrylic Latex, semi-gloss

E. Ferrous Metal and Non-Ferrous Metal (**at new metal locations**)– including but not limited to, Steps and Ramp handrail/guardrail components.

Primer: ProIndustrial Pro-Cryl Universal Primer  
2 finish coats: ProIndustrial WB Alkyd Urethane Enamel, B53 series, semi-gloss

A. Ferrous Metal and Non-Ferrous Metal (**at refinished existing Railing locations**)– including but not limited to Steps and Ramp handrail/guardrail components.

Primer: Kem Bond HS  
2 finish coats: ProIndustrial WB Alkyd Urethane Enamel, B53 series, semi-gloss

B.

C. Exposed Ceilings:

Primer (Ferrous and Non-Ferrous Metal): ProIndustrial Pro-cryl Universal Primer  
2 coats: Low VOC Waterborne Acrylic Dryfall

a. Concrete Floors

2 finish coats: ArmorSeal 8100 WB Epoxy coating

**END OF SECTION**

**SECTION 09 91 13**  
**EXTERIOR PAINTING**

**PART 1 – GENERAL**

**1.03 RELATED DOCUMENTS**

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to requirements of this Section.

**1.02 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following.
  - 1. Exposed surfaces of steel lintels and ledge angles.
  - 2. Mechanical and Electrical.
- D. Do Not paint or Finish the Following items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Non-metallic roofing and flashing.
  - 6. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, zinc and lead.
  - 7. Floors, unless specifically indicated.
  - 8. Glass.
  - 9. Concealed pipes, ducts, and conduits.

**1.03 RELATED REQUIREMENTS**

- A. Division 05, Section 05 50 00 “Metal Fabrications” Shop-primed items.
- B. Division 09, Section 09 91 23 “Interior Painting.”

1.04 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.05 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D – National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D16 – Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- C. MPI (APL) – Master Painters Institute Approved Products List; Master Painters and Decorators Association.
- D. MPI (APSM) – Master Painters Institute Architectural Painting Specification Manual.
- E. SSPC-SP 1 – Solvent Cleaning
- F. SSPC-SP 6 – Commercial Blast Cleaning

1.06 SUBMITTALS

- A. Product Data: Provide complete list of products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47)
  - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
  - 4. Manufacturer's installation instruction.
  - 5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- B. Samples: Submit two paper chip samples, 8 ½ x 11 inch in size illustrating range of colors and textures available for each surface finishing product scheduled.
- C. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

### 1.07 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years' experience and approved by manufacturer.

### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at a minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in a ventilated area, and as required by manufacturer's instructions.

### 1.09 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior, unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

## PART 2 – PRODUCTS

### 2.01 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
  - 1. If a single manufacturer cannot provide specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.

2. Substitution of MPI-approved products by a different manufacturer is preferred over substitution of unapproved products by the same manufacturer.
3. Substitution of a different paint system using MPI-approved products by the same manufacturer will be considered.

B. Paints:

1. Base Manufacturer: Sherwin-Williams Company – [www.sherwin-williams.com](http://www.sherwin-williams.com)
2. Behr Process Corporation – [www.behr.com/#sle](http://www.behr.com/#sle)
3. PPG Paints – [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle)

C. Primer Sealers: Same manufacturer as topcoats.

D. Substitutions: Equal as approved by the Professional.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.

1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at [www.paintinfo.com](http://www.paintinfo.com), for specified MPI categories, except as otherwise indicated.
2. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
3. Provide materials that are compatible with one another, and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
4. Supply each paint material in quantity required to complete entire project's work from a single production run.
5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

B. Volatile Organic Compound (VOC) Content:

1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
  - a. 40 CFR 59, Subpart D – National Volatile Organic Compound Emission Standards for Architectural Coatings.
  - b. Architectural coatings VOC limits of the State in which the Project is located.
2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.

- C. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: To be selected by Architect from manufacturers full range of colors..

## 2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP – Exterior Surfaces to be Painted, Unless Otherwise indicated: Including primed metal.
  - 1. Two topcoats and one coat primer.
  - 2. Topcoat(s): Exterior Light Industrial Coating, Water Based.
    - a. Products:
      - 1) Behr Premium Interior/Exterior Direct-To-Metal Paint Semi-Gloss [no. 3200]. (MPI#163).
      - 2) PPG Paints Pitt-Tech Plus DTM Industrial Enamel, 4216 HP Series, Semi-Gloss.
      - 3) Sherwin-Williams; Pre Industrial DTM Acrylic, Semi-gloss, B66 W 1151.
      - 4) Or equal as approved by the Professional.
  - 3. Primer: As recommended by topcoat manufacturer for specific substrate.

## 2.04 ACCESSORY MATERIALS

- A. Accessory Materials” Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

## PART 3 – EXECUTION

### 3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

- D. If substrate preparation is the responsibility of another installer, notify architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.

### 3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Galvanized surfaces:
  - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- G. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
  - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning." Protect from corrosion until coated.
- H. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

### 3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
- C. Where adjacent sealant is to be painted, do not apply finish coats until sealant is applied.



- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

#### 3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

#### 3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

**END OF SECTION**

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**SECTION 21 05 00  
COMMON WORK RESULTS FOR FIRE SUPPRESSION**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Above ground piping.
- B. Escutcheons.
- C. Mechanical couplings.
- D. Pipe hangers and supports.
- E. Pipe sleeves.
- F. Pipe sleeve-seal systems.

**1.02 REFERENCE STANDARDS**

- A. ASME A112.18.1 - Plumbing Supply Fittings; 2012.
- B. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications; 2015.
- C. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250; 2010.
- D. ASME B16.4 - Gray Iron Threaded Fittings: Classes 125 and 250; 2011.
- E. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
- F. ASTM A536 - Standard Specification for Ductile Iron Castings; 1984 (Reapproved 2014).
- G. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops; 2013a.
- H. AWWA C606 - Grooved and Shouldered Joints; 2011.
- I. FM (AG) - FM Approval Guide; current edition.
- J. ITS (DIR) - Directory of Listed Products; current edition.
- K. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturer's catalog information. Indicate valve data and ratings.
- C. Shop Drawings: Indicate pipe materials used, jointing methods, supports, and floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.
- D. Project Record Documents: Record actual locations of components and tag numbering.
- E. Operation and Maintenance Data: Include installation instructions and spare parts lists.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Conform to FM (AG), UL (DIR), and ITS (DIR) or Warnock Hersey requirements.
- C. Valves: Bear FM (AG), UL (DIR), and ITS (DIR) or Warnock Hersey product listing label or marking. Provide manufacturer's name and pressure rating marked on valve body.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store valves in shipping containers, with labeling in place.
- B. Provide temporary protective coating on cast iron and steel valves.

- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.

## **PART 2 PRODUCTS**

### **2.01 GENERAL REQUIREMENTS**

- A. Welding Materials and Procedures: Comply with ASME BPVC-IX.
- B. Provide system pipes, fittings, sleeves, escutcheons, seals, and other related accessories.

### **2.02 ABOVE GROUND PIPING**

- A. Steel Pipe: ASTM A53 Schedule 40, black.
  - 1. Cast Iron Fittings: ASME B16.1, flanges and flanged fittings and ASME B16.4, threaded fittings.
  - 2. Mechanical Grooved Couplings: Malleable iron housing clamps to engage and lock, "C" shaped elastomeric sealing gasket, steel bolts, nuts, and washers; galvanized for galvanized pipe.

### **2.03 PIPE SLEEVES**

- A. Vertical Piping:
  - 1. Sleeve Length: 1 inch above finished floor.
  - 2. Provide sealant for watertight joint.
- B. Clearances:
  - 1. Provide allowance for insulated piping.
  - 2. Wall, Floor, Floor, Partitions, and Beam Flanges: 1 inch greater than external; pipe diameter.
  - 3. Rated Openings: Caulked tight with firestopping material complying with ASTM E814 in accordance with Section 07 84 00 to prevent the spread of fire, smoke, and gases.

### **2.04 PIPE SLEEVE-SEAL SYSTEMS**

- A. Modular Mechanical Seals:
  - 1. Elastomer-based interlocking links to continuously fill annular space between pipe and wall-sleeve, wall or casing opening.
  - 2. Watertight seal between pipe and wall-sleeve, wall or casing opening.
  - 3. Size and select seal component materials in accordance with service requirements.
  - 4. Service Requirements:
    - a. Underground, buried, and wet conditions.
  - 5. Glass-reinforced plastic pressure end plates.
- B. Wall Sleeve: PVC material with waterstop collar, and nailer end caps.
- C. Sleeve-Forming Disk: Nonconductive plastic-based material, 3 inch thick.
- D. Pipeline-Casing Seals:
  - 1. End Seals: 1/8 inch, pull-on type, rubber or synthetic rubber based.

### **2.05 ESCUTCHEONS**

- A. Material:
  - 1. Metals and Finish: Comply with ASME A112.18.1.
- B. Construction:
  - 1. One-piece for mounting on chrome-plated tubing or pipe and one-piece or split-pattern type elsewhere.
  - 2. Internal spring tension devices or setscrews to maintain a fixed position against a surface.

### **2.06 PIPE HANGERS AND SUPPORTS**

- A. Hangers for Pipe Sizes 1/2 to 1-1/2 inch: Malleable iron, adjustable swivel, split ring.

- B. Hangers for Pipe Sizes 2 inches and Over: Carbon steel, adjustable, clevis.
- C. Multiple or Trapeze Hangers: Steel channels with welded spacers and hanger rods.
- D. Wall Support for Pipe Sizes to 3 inches: Cast iron hook.

## **2.07 MECHANICAL COUPLINGS**

- A. Rigid Mechanical Couplings for Grooved Joints:
  - 1. Dimensions and Testing: Comply with AWWA C606.
  - 2. Minimum Working Pressure: 300 psig.
  - 3. Housing Material: Fabricate of ductile iron complying with ASTM A536.
  - 4. Housing Coating: Factory applied orange enamel.
  - 5. Gasket Material: EPDM suitable for operating temperature range from minus 30 degrees F to 230 degrees F.
  - 6. Bolts and Nuts: Hot-dipped-galvanized or zinc-electroplated steel.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.
- C. Prepare piping connections to equipment with flanges or unions.

### **3.02 INSTALLATION**

- A. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- B. Install piping to conserve building space, to not interfere with use of space and other work.
- C. Group piping whenever practical at common elevations.
- D. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- E. Pipe Hangers and Supports:
  - 1. Install hangers to provide minimum 1/2 inch space between finished covering and adjacent work.
  - 2. Place hangers within 12 inches of each horizontal elbow.
  - 3. Use hangers with 1-1/2 inch minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  - 4. Support vertical piping at every other floor. Support riser piping independently of connected horizontal piping.
  - 5. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
- F. Slope piping and arrange systems to drain at low points. Use eccentric reducers to maintain top of pipe level.
- G. Prepare pipe, fittings, supports, and accessories for finish painting. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc-rich primer to welding.
- H. Do not penetrate building structural members unless indicated.
- I. Provide sleeves when penetrating footings, floors, walls, and partitions. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
- J. Manufactured Sleeve-Seal Systems:
  - 1. Install manufactured sleeve-seal systems in sleeves located in grade slabs and exterior concrete walls at piping entrances into building.
  - 2. Provide sealing elements of the size, quantity, and type required for the piping and sleeve inner diameter or penetration diameter.
  - 3. Locate piping in center of sleeve or penetration.

4. Install field assembled sleeve-seal system components in annular space between sleeve and piping.
  5. Tighten bolting for a watertight seal.
  6. Install in accordance with manufacturer's recommendations.
- K. Escutcheons:
1. Install and firmly attach escutcheons at piping penetrations into finished spaces.
  2. Provide escutcheons on both sides of partitions separating finished areas through which piping passes.
  3. Use chrome plated escutcheons in occupied spaces and to conceal openings in construction.
- L. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, unions, and couplings for servicing are consistently provided.

### **3.03 CLEANING**

- A. Upon completion of work, clean all parts of the installation.
- B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

**END OF SECTION**

**SECTION 21 05 53**  
**IDENTIFICATION FOR FIRE SUPPRESSION PIPING AND EQUIPMENT**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nameplates.
- B. Tags.
- C. Stencils.

**1.02 REFERENCE STANDARDS**

- A. ASME A13.1 - Scheme for the Identification of Piping Systems; 2007.
- B. ASTM D709 - Standard Specification for Laminated Thermosetting Materials; 2013.

**1.03 SUBMITTALS**

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

**PART 2 PRODUCTS****2.01 NAMEPLATES**

- A. Description: Laminated three-layer plastic with engraved letters.

**2.02 TAGS**

- A. Metal Tags: Brass with stamped letters; tag size minimum 1-1/2 inch diameter with smooth edges.

**2.03 STENCILS**

- A. Stencils: With clean cut symbols and letters of following size:
  - 1. 3/4 to 1-1/4 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 1/2 inch high letters.
  - 2. 1-1/2 to 2 inch Outside Diameter of Insulation or Pipe: 8 inch long color field, 3/4 inch high letters.
  - 3. 2-1/2 to 6 inch Outside Diameter of Insulation or Pipe: 12 inch long color field, 1-1/4 inch high letters.

**PART 3 EXECUTION****3.01 INSTALLATION**

- A. Install nameplates with corrosive-resistant mechanical fasteners, or adhesive. Apply with sufficient adhesive to ensure permanent adhesion and seal with clear lacquer.
- B. Install tags with corrosion resistant chain.
- C. Use tags on piping 3/4 inch diameter and smaller.
  - 1. Identify service, flow direction, and pressure.
  - 2. Locate identification not to exceed 20 feet on straight runs including risers and drops, adjacent to each valve and Tee, at each side of penetration of structure or enclosure, and at each obstruction.

**END OF SECTION**

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**SECTION 21 13 00  
FIRE-SUPPRESSION SPRINKLER SYSTEMS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Dry-pipe sprinkler system.
- B. System design, installation, and certification.

**1.02 RELATED REQUIREMENTS**

- A. Section 21 05 00 - Common Work Results for Fire Suppression: Pipe and fittings.

**1.03 REFERENCE STANDARDS**

- A. FM (AG) - FM Approval Guide; current edition.
- B. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements; 2012.
- C. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2012.
- D. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2013.
- E. ICC-ES AC308 - Acceptance Criteria for Post-Installed Adhesive Anchors in Concrete Elements; 2013.
- F. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene one week before starting work of this section.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on sprinklers, valves, and specialties, including manufacturers catalog information. Submit performance ratings, rough-in details, weights, support requirements, and piping connections.
- C. Shop Drawings:
  - 1. Indicate hydraulic calculations, detailed pipe layout, hangers and supports, sprinklers, components, and accessories. Indicate system controls.
  - 2. Submit shop drawings to Authorities Having Jurisdiction for approval. Submit proof of approval to DEDC, LLC.
- D. Project Record Documents: Record actual locations of sprinklers and deviations of piping from drawings. Indicate drain and test locations.

**1.06 QUALITY ASSURANCE**

- A. Comply with FM (AG) requirements.
- B. Designer Qualifications: Design system under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in Delaware.
- C. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years experience and approved by manufacturer.
- D. Equipment and Components: Provide products that bear FM (AG) label or marking.
- E. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for the purpose specified and indicated.

**1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in shipping containers and maintain in place until installation. Provide temporary inlet and outlet caps. Maintain caps in place until installation.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Sprinklers, Valves, and Equipment:
  - 1. Tyco Fire Protection Products: [www.tyco-fire.com/#sle](http://www.tyco-fire.com/#sle) (or approved equal).
  - 2. Viking Corporation: [www.vikinggroupinc.com/#sle](http://www.vikinggroupinc.com/#sle) (or approved equal).
  - 3. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 SPRINKLER SYSTEM**

- A. Sprinkler System: Provide coverage for building areas noted.
- B. Occupancy: see drawings for hazard classifications; comply with NFPA 13..
- C. Interface system with building fire and smoke alarm system.
- D. Pipe Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
  - 1. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
  - 2. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
  - 3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
  - 4. Masonry Screw Type Anchors: Complying with ICC-ES AC106.
  - 5. Concrete Adhesive Type Anchors: Complying with ICC-ES AC308.

### **2.03 SPRINKLERS**

- A. Sidewall Type: Semi-recessed horizontal sidewall type with matching push on escutcheon plate.
  - 1. Response Type: Quick.
  - 2. Coverage Type: Extended.
  - 3. Finish: Brass.
  - 4. Fusible Link: Fusible solder link type temperature rated for specific area hazard.
- B. Dry Sprinklers: Semi-recessed pendant type with matching push on escutcheon plate.
  - 1. Response Type: Quick.
  - 2. Coverage Type: Extended.
  - 3. Finish: Brass.
  - 4. Fusible Link: Fusible solder link type temperature rated for specific area hazard.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install in accordance with referenced NFPA design and installation standard.
- B. Install equipment in accordance with manufacturer's instructions.
- C. Place pipe runs to minimize obstruction to other work.
- D. Place piping in concealed spaces above finished ceilings.
- E. Center sprinklers in two directions in ceiling tile and provide piping offsets as required.
- F. Apply masking tape or paper cover to ensure concealed sprinklers, cover plates, and sprinkler escutcheons do not receive field paint finish. Remove after painting. Replace painted sprinklers.
- G. Flush entire piping system of foreign matter.
- H. Require test be witnessed by Fire Marshal.

**END OF SECTION**

**SECTION 23 37 00  
AIR OUTLETS AND INLETS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Gravity ventilators.

**1.02 REFERENCE STANDARDS**

- A. AMCA 511 - Certified Ratings Program for Air Control Devices; 2010.
- B. AMCA 550 - Test Method for High Velocity Wind Driven Rain Resistant Louvers; 2015.
- C. ASHRAE Std 70 - Method of Testing the Performance of Air Outlets and Inlets; 2006 (R2011).
- D. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
- E. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data for equipment required for this project. Review outlets and inlets as to size, finish, and type of mounting prior to submission. Submit schedule of outlets and inlets showing type, size, location, application, and noise level.
- C. Project Record Documents: Record actual locations of air outlets and inlets.

**1.04 QUALITY ASSURANCE**

- A. Test and rate air outlet and inlet performance in accordance with ASHRAE Std 70.

**PART 2 PRODUCTS****2.01 GRAVITY VENTILATORS**

- A. Hood Intake and Relief Gravity Ventilator:
  - 1. Manufacturers:
    - a. CaptiveAire Systems: [www.captiveaire.com/#sle](http://www.captiveaire.com/#sle).
    - b. Basis of Design: CaptiveAire Systems Model Number: EV12X12 or approved equal.
  - 2. General:
    - a. Low silhouette for intake applications with natural gravity or negative pressure system(s).
    - b. Performance ratings and factory testing to be in accordance with AMCA 511 and AMCA 550.
    - c. Suitable for non-ducted applications.
    - d. Equipment to bear permanently affixed manufacturer's nameplate listing model and serial number.
  - 3. Hood and Base:
    - a. Material: Aluminum.
  - 4. Birdscreen:
    - a. Fabricate in accordance with ASTM B221 (ASTM B221M).
    - b. Construction: 1/2 inch Galvanized mesh.
    - c. Horizontally mounted across hood intake area.
  - 5. Options/Accessories:
    - a. Roof Curbs:
      - 1) Pitched Roofs: Welded, straight side curb with flashing flange and wood nailer.
    - b. Tie-Down Points: Aluminum brackets located on hood supports to secure fan in heavy wind applications.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Comply with SMACNA (ASMM) for flashing/counter-flashing of roof penetrations and supports for roof curbs and roof mounted equipment.
- C. Check location of outlets and inlets and make necessary adjustments in position to comply with architectural features, symmetry, and lighting arrangement.

**3.02 PROTECTION**

- A. Protect installed products until completion of project.
- B. Replace, repair, or touch-up damaged products before Substantial Completion.

**END OF SECTION**

**SECTION 26 05 19**  
**LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Metal-clad cable.
- C. Wire and cable for 600 volts and less.
- D. Wiring connectors.
- E. Electrical tape.
- F. Heat shrink tubing.
- G. Oxide inhibiting compound.
- H. Wire pulling lubricant.
- I. Cable ties.
- J. Firestop sleeves.

**1.02 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2013.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- H. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
- I. NEMA WC 70 - Nonshielded Power Cable 2000 V or Less for the Distribution of Electrical Energy; 2009.
- J. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. NFPA 79 - Electrical Standard for Industrial Machinery; 2018.
- M. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- N. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- O. UL 267 - Outline of Investigation for Wire-Pulling Compounds; Most Recent Edition, Including All Revisions.
- P. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- Q. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- R. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.

- S. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- T. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.
- U. UL 2277 - Outline of Investigation for Flexible Motor Supply Cable and Wind Turbine Tray Cable; Current Edition, Including All Revisions.

### **1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
  - 3. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

### **1.04 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- B. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing.

### **1.05 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

### **1.07 FIELD CONDITIONS**

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F, unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify DEDC, LLC and obtain direction before proceeding with work.

### **1.08 WARRANTY**

- A. Provide minimum 2 year warranty from date of substantial completion.

## **PART 2 PRODUCTS**

### **2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

- C. Nonmetallic-sheathed cable is not permitted.
- D. Underground feeder and branch-circuit cable is not permitted.
- E. Service entrance cable is not permitted.
- F. Armored cable is not permitted.
- G. Metal-clad cable is permitted only as follows:
  - 1. Where not otherwise restricted, may be used:
    - a. Where concealed in existing ceilings and wall spaces for branch circuits using 120V..
  - 2. In addition to other applicable restrictions, may not be used:
    - a. Unless approved by Sussex County Courthouse.
    - b. Where not approved for use by the authority having jurisdiction.
    - c. Where exposed to view.
    - d. Where exposed to damage.
    - e. For damp, wet, or corrosive locations.
- H. Concealed Dry Interior Locations: Use only building wire in raceway or metal clad cable.
- I. Exposed Dry Interior Locations: Use only building wire in raceway.
- J. Above Accessible Ceilings: Use only building wire in raceway or metal clad cable.
- K. Wet or Damp Interior Locations: Use only building wire in raceway.
- L. Exterior Locations: Use only building wire in raceway.

## **2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Provide products with insulation and temperature ratings as required per equipment installation instructions where such ratings differ from those indicated herein.
- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.
- I. Conductors and Cables Installed Exposed in Spaces Used for Environmental Air (only where specifically permitted): Plenum rated, listed and labeled as suitable for use in return air plenums.
- J. Conductor Material:
  - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- K. Minimum Conductor Size:
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions: Size homerun branch circuit conductors from power source to first outlet in accordance with the following maximum circuit limits, using center of load served as basis for computing circuit lengths:
      - 1) 20 A, 120 V circuits longer than 75 feet: 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet: 8 AWG, for voltage drop.

2. Control Circuits: 14 AWG.
- L. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- M. Conductor Color Coding:
  1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
  2. Color Coding Method: Integrally colored insulation.
    - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
  3. Color Code:
    - a. 208Y/120 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Black.
      - 2) Phase B: Red.
      - 3) Phase C: Blue.
      - 4) Neutral/Grounded: White.
    - b. Equipment Ground, All Systems: Green.
    - c. Isolated Ground, All Systems: Green with yellow stripe.
    - d. Travelers for 3-Way and 4-Way Switching: Pink.
    - e. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
    - f. For control circuits, comply with manufacturer's recommended color code.

## **2.03 SINGLE CONDUCTOR BUILDING WIRE**

- A. Manufacturers:
  1. Copper Building Wire:
    - a. Cerro Wire LLC: [www.cerrowire.com/#sle](http://www.cerrowire.com/#sle).
    - b. Encore Wire Corporation: [www.encorewire.com/#sle](http://www.encorewire.com/#sle).
    - c. General Cable Technologies Corporation: [www.generalcable.com/#sle](http://www.generalcable.com/#sle).
    - d. Service Wire Co: [www.servicewire.com/#sle](http://www.servicewire.com/#sle).
    - e. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
    - f. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: Single conductor insulated wire.
- C. Conductor Stranding:
  1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
  2. Control Circuits: Stranded.
- D. Conductor: Copper.
- E. Insulation Voltage Rating: 600 volts.
- F. Insulation: NFPA 70, Type THHN/THWN unless otherwise indicated on plans.

## **2.04 METAL-CLAD CABLE**

- A. Manufacturers:
  1. AFC Cable Systems Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  2. Encore Wire Corporation: [www.encorewire.com/#sle](http://www.encorewire.com/#sle).
  3. Service Wire Co: [www.servicewire.com/#sle](http://www.servicewire.com/#sle).
  4. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
  5. Substitutions: See Section 01 60 00 - Product Requirements.



- B. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.
- C. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- D. Insulation: Type THHN/THWN.
- E. Provide dedicated neutral conductor for each phase conductor where indicated or required.
- F. Grounding: Full-size integral green insulated copper equipment grounding conductor.
- G. Armor: Aluminum or steel interlocked tape.
- H. Description: NFPA 70, Type MC.
- I. Conductor: Copper.
- J. Insulation Voltage Rating: 600 volts.

## **2.05 VARIABLE-FREQUENCY DRIVE CABLE**

- A. Manufacturers:
  - 1. Service Wire Co; ServiceDrive: [www.servicewire.com/#sle](http://www.servicewire.com/#sle).
- B. Description: Flexible motor supply cable listed and labeled as complying with UL 2277 in accordance with NFPA 79; specifically designed for use with variable frequency drives and associated nonlinear power distortions.
- C. Conductor Stranding: Stranded.
- D. Insulation Voltage Rating: 1000 V.
- E. Insulation: Use only thermoset insulation types; thermoplastic insulation types are not permitted.
- F. Grounding: Full-size integral equipment grounding conductor or symmetrical arrangement of multiple conductors of equivalent size.
- G. Provide metallic shielding.
- H. Jacket: PVC or Chlorinated Polyethylene (CPE).

## **2.06 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Wiring Connectors for Splices and Taps:
  - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors. Tape uninsulated conductors and connector with electrical tape or insulate with heat shrink tubing to 150 percent of insulation rating of conductor.
- C. Wiring Connectors for Non-Motor Terminations:
  - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  - 2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
  - 3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
  - 4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
  - 5. Stranded Conductors Size 10 AWG and Smaller: Use crimped terminals for connections to terminal screws.

6. Conductors for Control Circuits: Use crimped terminals for all connections.
- D. Wiring Connectors for Motor Terminations: Use motor lead disconnects with slip-on insulating boot, pin and silicone gel. Boot sealant shall be used with all insulating boots.
- E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- G. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F for standard applications and 302 degrees F for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
  1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - c. NSI Industries LLC: [www.nsiindustries.com/#sle](http://www.nsiindustries.com/#sle).
- H. Mechanical Connectors: Provide bolted type or set-screw type.
  1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilSCO.com/#sle](http://www.ilSCO.com/#sle).
    - c. Thomas & Betts Corporation; Blackburn Products: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Polaris: [www.polarisconnectors.com](http://www.polarisconnectors.com).
- I. Compression Connectors: Provide circumferential type or hex type crimp configuration.
  1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilSCO.com/#sle](http://www.ilSCO.com/#sle).
    - c. Thomas & Betts Corporation; Blackburn Products: [www.tnb.com/#sle](http://www.tnb.com/#sle).
- J. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
  1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. IlSCO: [www.ilSCO.com/#sle](http://www.ilSCO.com/#sle).
    - c. Thomas & Betts Corporation; Sta-Kon Products: [www.tnb.com/#sle](http://www.tnb.com/#sle).
- K. Motor Lead Disconnects: Color-keyed compression-type with slip-on insulating boot, pin, silicone gel and boot sealant.
  1. Manufacturers:
    - a. Thomas & Betts Corporation: [www.tnb.com](http://www.tnb.com).
      - 1) Motor Lead Disconnects: M2D Series (or approved equal).
      - 2) Boot Sealant: MDBOOT-SEAL (or approved equal).

## 2.07 ACCESSORIES

- A. Electrical Tape:
  1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle) (or approved equal).
    - b. Plymouth Rubber Europa: [www.plymouthrubber.com/#sle](http://www.plymouthrubber.com/#sle) (or approved equal).
  2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F.
  3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.

4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil; suitable for continuous temperature environment up to 194 degrees F and short-term 266 degrees F overload service.
  5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil; suitable for continuous temperature environment up to 176 degrees F.
  6. Varnished Cambric Electrical Tape: Cotton cambric fabric tape, with or without adhesive, oil-primed and coated with high-grade insulating varnish; minimum thickness of 7 mil; suitable for continuous temperature environment up to 221 degrees F.
  7. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil.
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
- C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.
1. Manufacturers:
    - a. Burndy LLC: [www.burndy.com](http://www.burndy.com).
    - b. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
    - c. IlSCO: [www.ilsco.com/#sle](http://www.ilsco.com/#sle).
- D. Wire Pulling Lubricant:
1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. American Polywater Corporation: [www.polywater.com/#sle](http://www.polywater.com/#sle).
    - c. Ideal Industries, Inc: [www.idealindustries.com/#sle](http://www.idealindustries.com/#sle).
  2. Listed and labeled as complying with UL 267.
  3. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
  4. Suitable for use at installation temperature.
  5. Products:
    - a. American Polywater Corporation; Polywater J Cable Pulling Lubricant: [www.polywater.com/#sle](http://www.polywater.com/#sle).
    - b. American Polywater Corporation; Polywater LZ Cable Pulling Lubricant: [www.polywater.com/#sle](http://www.polywater.com/#sle).
- E. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for cables and roofing system to be installed; designed to accommodate existing penetrations where applicable.
1. Products:
    - a. Menzies Metal Products; Electrical Roof Stack and Cap: [www.menzies-metal.com/#sle](http://www.menzies-metal.com/#sle).
    - b. Menzies Metal Products; Electrical Retro Box: [www.menzies-metal.com/#sle](http://www.menzies-metal.com/#sle).
- F. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
1. Products:
    - a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: [www.holdrite.com/#sle](http://www.holdrite.com/#sle).

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that interior of building has been protected from weather.

- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that raceway installation is complete and supported.
- E. Verify that field measurements are as indicated.
- F. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 PREPARATION**

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

### **3.03 INSTALLATION**

- A. Circuiting Requirements:
  - 1. All exposed raceway shall be run in a neat organized fashion and shall be parallel with other building systems.
  - 2. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 3. When circuit destination is indicated without specific routing, determine exact routing required.
  - 4. Arrange circuiting to minimize splices.
  - 5. Include circuit lengths required to install connected devices within 10 ft of location indicated.
  - 6. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
  - 7. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
  - 8. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is permitted, under the following conditions:
    - a. Provide no more than six current-carrying conductors in a single raceway. Dedicated neutral conductors are considered current-carrying conductors.
    - b. Increase size of conductors as required to account for ampacity derating.
    - c. Size raceways, boxes, etc. to accommodate conductors.
  - 9. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among single phase branch circuits is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Install metal-clad cable (Type MC) in accordance with NECA 120 and per DFM standards(mc cable is only to be used for 120V circuits through existing ceilings and wall spaces).
- E. Installation in Raceway:
  - 1. Remove existing conductors and cables from raceway before pulling in new (where applicable).
  - 2. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 3. Pull all conductors and cables together into raceway at same time.
  - 4. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 5. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- F. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

- G. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
  - 1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles. Support at 6 foot maximum intervals using type MC cable supports designed and listed for the purpose.
  - 2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- H. Terminate cables using suitable fittings.
  - 1. Metal-Clad Cable (Type MC):
    - a. Fittings used for connecting type MC cable to boxes, cabinets or other equipment shall be listed and identified for such use. Snap-in connectors or internal box clamps shall not be permitted. All connectors shall be locknut type, designed to secure type MC cable to boxes or enclosures.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
    - c. Do not use direct-bearing set-screw type fittings for cables with aluminum armor.
    - d. Provide plastic anti-short bushings on ends of all type MC cable.
- I. Variable-Frequency Drive Cable: Terminate shielding at both variable-frequency motor controller and associated motor using glands or termination kits recommended by manufacturer.
- J. Install conductors with a minimum of 12 inches of slack at each outlet.
- K. Where conductors are installed in enclosures for future termination by others, provide a minimum of 5 feet of slack.
- L. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- M. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- N. Make wiring connections using specified wiring connectors.
  - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
  - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
  - 3. Do not remove conductor strands to facilitate insertion into connector.
  - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminates. Do not use wire brush on plated connector surfaces.
  - 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  - 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- O. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
  - 1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
    - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
    - b. For taped connections likely to require re-entering first apply varnished cambric electrical tape, followed by adequate amount of rubber splicing electrical tape,

- followed by outer covering of vinyl insulating electrical tape.
2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
    - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
    - b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
  3. Wet Locations: Use heat shrink tubing.
- P. Insulate ends of spare conductors using vinyl insulating electrical tape.
- Q. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- R. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.
- S. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- T. Protect exposed cable from damage.
- U. Clean conductor surfaces before installing lugs and connectors.
- V. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.

#### **3.04 FIELD QUALITY CONTROL**

- A. Perform field inspection and testing in accordance with Section 01 40 00.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- D. Correct deficiencies and replace damaged or defective conductors and cables.
- E. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

#### **END OF SECTION**

**SECTION 26 05 29  
HANGERS AND SUPPORTS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 33.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 26 05 33.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.
- C. Section 26 56 00 - Exterior Lighting: Additional support and attachment requirements for exterior luminaires.
- D. Conduit and equipment supports.
- E. Anchors and fasteners.

**1.03 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2013.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 5B - Strut-Type Channel Raceways and Fittings; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with actual equipment and components to be installed.
  - 2. Coordinate work to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at installed locations.
  - 4. Coordinate arrangement of supports with ductwork, piping, equipment and other potential conflicts.
  - 5. Notify DEDC, LLC of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

**1.05 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel/strut framing systems, nonpenetrating rooftop supports, and post-installed concrete/masonry anchors.
- B. Shop Drawings: Include details for fabricated hangers and supports where materials or methods other than those indicated are proposed for substitution.

## **1.06 QUALITY ASSURANCE**

- A. Maintain at project site one copy of each referenced document that prescribes execution requirements.
- B. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

## **PART 2 PRODUCTS**

### **2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Comply with the following. Where requirements differ, comply with most stringent.
    - a. NFPA 70.
    - b. Applicable building code.
    - c. Requirements of authorities having jurisdiction.
  - 2. Provide required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for complete installation of electrical work.
  - 3. Provide products listed, classified, and labeled as suitable for purpose intended, where applicable.
  - 4. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported with a minimum safety factor of five times the applied force. Include consideration for vibration, equipment operation, and shock loads where applicable.
  - 5. Do not use products for applications other than as permitted by NFPA 70 and product listing.
  - 6. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
  - 7. Steel Components: Use corrosion-resistant materials suitable for environment where installed.
    - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
    - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
    - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps and clamps suitable for conduit or cable to be supported.
  - 1. Manufacturers:
    - a. ABB: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
    - b. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
    - c. Emerson Electric Co; O-Z/Gedney: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - d. HoldRite, a brand of Reliance Worldwide Corporation: [www.holdrite.com/#sle](http://www.holdrite.com/#sle).
    - e. nVent; Caddy: [www.nvent.com/#sle](http://www.nvent.com/#sle).
  - 2. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 3. Conduit Clamps: Bolted type unless otherwise indicated.
  - 4. Products:
    - a. Gripple, Inc; Universal Bracket: [www.gripple.com/#sle](http://www.gripple.com/#sle).
    - b. Gripple, Inc; Fast Trak: [www.gripple.com/#sle](http://www.gripple.com/#sle).
    - c. Gripple, Inc; Universal Clamp (Threaded): [www.gripple.com/#sle](http://www.gripple.com/#sle).
    - d. Gripple, Inc; Low Profile Bracket Kits: [www.gripple.com/#sle](http://www.gripple.com/#sle).



- C. Outlet Box Supports: Hangers and brackets suitable for boxes to be supported.
1. Manufacturers:
    - a. ABB: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
    - b. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
    - c. Emerson Electric Co; O-Z/Gedney: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - d. HoldRite, a brand of Reliance Worldwide Corporation: [www.holdrite.com/#sle](http://www.holdrite.com/#sle).
    - e. nVent; Caddy: [www.nvent.com/#sle](http://www.nvent.com/#sle).
- D. Metal Channel/Strut Framing Systems:
1. Manufacturers:
    - a. ABB: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
    - b. Atkore International Inc; Unistrut: [www.unistrut.us/#sle](http://www.unistrut.us/#sle).
    - c. Custom Strut and Roll Forming, LLC: [www.customstrut.com/#sle](http://www.customstrut.com/#sle).
    - d. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
    - e. Elgen Manufacturing Company, Inc: [www.elgenmfg.com/#sle](http://www.elgenmfg.com/#sle).
    - f. Source Limitations: Furnish channel/strut and associated fittings, accessories, and hardware produced by single manufacturer.
  2. Description: Factory-fabricated, continuous-slot, metal channel/strut and associated fittings, accessories, and hardware required for field assembly of supports.
  3. Comply with MFMA-4.
  4. Channel Material:
    - a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
    - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
  5. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch.
  6. Minimum Channel Dimensions: 1-5/8 inch wide by 13/16 inch high.
- E. Hanger Rods: Threaded, zinc-plated steel unless otherwise indicated.
1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Equipment Supports: 1/2-inch diameter.
    - b. Single Conduit up to 1-inch (27 mm) Trade Size: 1/4-inch diameter.
    - c. Single Conduit Larger than 1-inch (27 mm) Trade Size: 3/8-inch diameter.
    - d. Trapeze Support for Multiple Conduits: 3/8-inch diameter.
    - e. Outlet Boxes: 1/4-inch diameter.
    - f. Luminaires: 1/4-inch diameter.
- F. Nonpenetrating Rooftop Supports for Low-Slope Roofs:
1. Manufacturers:
    - a. Atkore International Inc; Unistrut: [www.unistrut.us/#sle](http://www.unistrut.us/#sle).
    - b. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
    - c. nVent; Caddy: [www.nvent.com/#sle](http://www.nvent.com/#sle).
    - d. PHP Systems/Design: [www.phpsd.com/#sle](http://www.phpsd.com/#sle).
  2. Description: Steel pedestals with thermoplastic or rubber bases that rest on top of roofing membrane, not requiring attachment to roof structure and not penetrating roofing assembly, with support fixtures as specified.
  3. Base Sizes: As required to distribute load sufficiently to prevent indentation of roofing assembly.
  4. Attachment/Support Fixtures: As recommended by manufacturer, same type as indicated for equivalent indoor hangers and supports.
  5. Mounting Height: Provide minimum clearance of 12 inches under supported component to top of roofing.
- G. Anchors and Fasteners:
1. Manufacturers - Mechanical Anchors:
    - a. Dewalt: [anchors.dewalt.com/#sle](http://anchors.dewalt.com/#sle).
    - b. Hilti, Inc: [www.hilti.com/#sle](http://www.hilti.com/#sle).

- c. ITW Red Head, a division of Illinois Tool Works, Inc: [www.itwredhead.com/#sle](http://www.itwredhead.com/#sle).
  - d. Simpson Strong-Tie Company Inc: [www.strongtie.com/#sle](http://www.strongtie.com/#sle).
2. Manufacturers - Powder-Actuated Fastening Systems:
  - a. Dewalt: [anchors.dewalt.com/#sle](http://anchors.dewalt.com/#sle).
  - b. Hilti, Inc: [www.hilti.com/#sle](http://www.hilti.com/#sle).
  - c. ITW Ramset, a division of Illinois Tool Works, Inc: [www.ramset.com/#sle](http://www.ramset.com/#sle).
  - d. Simpson Strong-Tie Company Inc: [www.strongtie.com/#sle](http://www.strongtie.com/#sle).
3. Unless otherwise indicated and where not otherwise restricted, use anchor and fastener types indicated for specified applications.
4. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
5. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
6. Hollow Masonry: Use toggle bolts.
7. Hollow Stud Walls: Use toggle bolts.
8. Steel: Use beam clamps, machine bolts, or welded threaded studs.
9. Sheet Metal: Use sheet metal screws.
10. Wood: Use wood screws.
11. Plastic and lead anchors are not permitted.
12. Preset Concrete Inserts: Continuous metal channel/strut and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
  - a. Manufacturer: Same as manufacturer of metal channel/strut framing system.
  - b. Comply with MFMA-4.
  - c. Channel Material: Use galvanized steel.
  - d. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch minimum base metal thickness.
13. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.

## **2.02 MATERIALS**

- A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.
- B. Supports: Fabricated of structural steel or formed steel members; galvanized.
- C. Anchors and Fasteners:

### **ANCHOR HARDWARE TABLE**

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install hangers and supports in accordance with NECA 1.
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- D. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.

- E. Unless specifically indicated or approved by DEDC, LLC, do not provide support from suspended ceiling support system or ceiling grid.
- F. Unless specifically indicated or approved by DEDC, LLC, do not provide support from roof deck.
- G. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- H. Equipment Support and Attachment:
  - 1. Use metal, fabricated supports or supports assembled from metal channel/strut to support equipment as required.
  - 2. Use metal channel/strut secured to studs to support equipment surface mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
  - 3. Use metal channel/strut to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
  - 4. Unless otherwise indicated, mount floor-mounted equipment on properly sized concrete pad 3 inches in height; see Section 03 30 00.
  - 5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- I. Conduit Support and Attachment: See Section 26 05 33.13 for additional requirements.
- J. Box Support and Attachment: See Section 26 05 33.16 for additional requirements.
- K. Exterior Luminaire Support and Attachment: See Section 26 56 00 for additional requirements.
- L. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- M. Secure fasteners in accordance with manufacturer's recommended torque settings.
- N. Remove temporary supports.
- O. Identify independent electrical component support wires above accessible ceilings with color distinguishable from ceiling support wires in accordance with NFPA 70.

### **3.03 FIELD QUALITY CONTROL**

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.
- D. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.
  - 1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
  - 2. Do not drill or cut structural members.
- E. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.
- F. Install surface-mounted cabinets and panelboards with minimum of four anchors.
- G. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1-5/8" off wall.
- H. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

**END OF SECTION**

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**SECTION 26 05 33.13  
CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. PVC-coated galvanized steel rigid metal conduit (RMC).
- C. Flexible metal conduit (FMC).
- D. Liquidtight flexible metal conduit (LFMC).
- E. Galvanized steel electrical metallic tubing (EMT).
- F. Rigid polyvinyl chloride (PVC) conduit.
- G. Conduit, fittings and conduit bodies.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Cable assemblies consisting of conductors protected by integral metal armor.
- B. Section 26 05 29 - Hangers and Supports.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2005.
- B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT); 2005.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- D. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- E. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- G. NEMA RN 1 - Polyvinyl-Chloride (PVC) Externally Coated Galvanized Rigid Steel Conduit and Intermediate Metal Conduit; 2005.
- H. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2013.
- I. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2015.
- J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- L. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- M. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
- N. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.
- O. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- P. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
- Q. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- R. UL 1203 - Explosion-Proof and Dust-Ignition-Proof Electrical Equipment for Use in Hazardous (Classified) Locations; Current Edition, Including All Revisions.
- S. UL 2419 - Outline of Investigation for Electrically Conductive Corrosion Resistant Compounds; Current Edition, Including All Revisions.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with actual type and quantity of conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate arrangement of conduits with structural members, ductwork, piping, equipment, and other potential conflicts.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment.
  - 4. Coordinate work to provide roof penetrations that preserve integrity of roofing system and do not void roof warranty.
  - 5. Notify DEDC, LLC of conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not begin installation of conductors and cables until installation of conduit between termination points is complete.

#### **1.05 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- B. Shop Drawings:
  - 1. Indicate proposed arrangement for conduits to be installed within structural concrete slabs, where permitted.
  - 2. Include proposed locations of roof penetrations and proposed methods for sealing.
- C. Project Record Documents: Record actual routing for conduits installed underground, conduits embedded within concrete slabs, and conduits 2-inch (53 mm) trade size and larger.

#### **1.06 QUALITY ASSURANCE**

- A. Documents at Project Site: Maintain at project site one copy of manufacturer's instructions and shop drawings.
- B. Product Listing Organization Qualifications: Organization recognized by OSHA as Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.
- B. Accept conduit on site. Inspect for damage.
- C. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

### **PART 2 PRODUCTS**

#### **2.01 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70, manufacturer's instructions, and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use conduit types indicated for specified applications. Where more than one listed application applies, comply with most restrictive requirements. Where conduit type for particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
  - 1. Under Slab on Grade: Use rigid PVC conduit.
  - 2. Exterior, Direct-Buried: Use rigid PVC conduit.
  - 3. Exterior, Embedded Within Concrete: Use rigid PVC conduit.

4. Where rigid polyvinyl chloride (PVC) conduit is provided, transition to galvanized steel rigid metal conduit (RMC) where emerging from underground.
  5. Where rigid polyvinyl (PVC) conduit larger than 2-inch (53 mm) trade size is provided, use galvanized steel rigid metal conduit (RMC) elbows or PVC-coated galvanized steel rigid metal conduit (RMC) elbows for bends.
  6. Where galvanized steel rigid metal conduit (RMC) or galvanized steel intermediate metal conduit (IMC) is installed in direct contact with earth where soil has resistivity of less than 2000 ohm-centimeters or is characterized as severely corrosive based on soils report or local experience, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection.
  7. Where galvanized rigid metal conduit (RMC), galvanized steel intermediate metal conduit (IMC), or galvanized steel electrical metallic tubing (EMT) emerges from concrete into soil, use corrosion protection tape, factory-applied corrosion protection coating, or field-applied corrosion protection compound acceptable to authorities having jurisdiction to provide supplementary corrosion protection for minimum of 4 inches on either side of where conduit emerges.
- D. Embedded Within Concrete:
1. Within Slab on Grade: Use rigid PVC conduit. Embed within structural slabs only where approved by Structural Engineer.
  2. Within Slab Above Ground (within structural slabs only where approved by Structural Engineer): Use rigid PVC conduit.
  3. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from concrete.
- E. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit (RMC) or galvanized steel electrical metallic tubing (EMT).
- F. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit (RMC) or galvanized steel electrical metallic tubing (EMT).
- G. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit (RMC) or galvanized steel electrical metallic tubing (EMT).
- H. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit (RMC).
- I. Exposed, Interior (including unfinished spaces), Not Subject to Physical Damage: Use electrical metallic tubing (EMT).
- J. Exposed, Interior (including unfinished spaces), Subject to Physical Damage: Use galvanized steel rigid metal conduit.
1. Locations subject to physical damage include, but are not limited to:
    - a. Where exposed below 8 feet, except within electrical and communication rooms or closets.
    - b. Where exposed below 20 feet in warehouse areas.
- K. Exposed, Exterior, Not Subject to Severe Physical Damage: Use galvanized steel rigid metal conduit (RMC).
- L. Exposed, Exterior, Subject to Severe Physical Damage: Use galvanized steel rigid metal conduit (RMC).
1. Exterior locations subject to severe physical damage include, but are not limited to:
    - a. Where exposed to vehicular traffic below 20 feet.
- M. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit.
- N. Corrosive Locations Above Ground: Use PVC-coated galvanized steel rigid metal conduit (RMC).
1. Corrosive locations include, but are not limited to:

- a. Cooling towers.
  - b. Chemical storage areas.
- O. Hazardous/Classified Locations: Use galvanized steel rigid metal conduit (RMC).
- P. Flexible Connections to Luminaires Above Accessible Ceilings: Use flexible metal conduit (FMC).
  - 1. Maximum Length: 6 feet.
- Q. Flexible Connections to Vibrating Equipment:
  - 1. Dry Locations: Use flexible metal conduit (FMC).
  - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit (LFMC).
  - 3. Maximum Length: 18 inches unless otherwise indicated.
  - 4. Vibrating equipment includes, but is not limited to:
    - a. Transformers.
    - b. Motors.
- R. Fished in Existing Walls, Where Necessary: Use flexible metal conduit (FMC).

## **2.02 CONDUIT - GENERAL REQUIREMENTS**

- A. Comply with NFPA 70.
- B. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling mandrel through them.
- C. Provide conduit, fittings, supports, and accessories required for complete raceway system.
- D. Provide products listed, classified, and labeled as suitable for purpose intended.
- E. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4-inch trade size.
  - 2. Branch Circuit Homeruns: 3/4-inch trade size.
  - 3. Control Circuits: 1/2-inch trade size.
  - 4. Flexible Connections to Luminaires: 3/8-inch trade size.
  - 5. Underground, Interior: 3/4-inch trade size.
  - 6. Underground, Exterior: 1-inch trade size.
- F. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

## **2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit, a division of Atkore International: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  - 2. Nucor Tubular Products: [www.nucortubular.com/#sle](http://www.nucortubular.com/#sle).
  - 3. Western Tube, a division of Zekelman Industries: [www.westerntube.com/#sle](http://www.westerntube.com/#sle).
  - 4. Wheatland Tube, a division of Zekelman Industries: [www.wheatland.com/#sle](http://www.wheatland.com/#sle).
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
  - 1. Manufacturers:
    - a. ABB; T&B: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
    - b. Allied Tube & Conduit, a division of Atkore International: [www.alliedeg.us/#sle](http://www.alliedeg.us/#sle).
    - c. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - d. Emerson Electric Co; O-Z/Gedney: [www.emerson.com/#sle](http://www.emerson.com/#sle).
  - 2. Nonhazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B or UL 6.



3. Hazardous/Classified Locations: Use fittings listed and labeled as complying with UL 1203 for classification of installed location.
4. Material: Use steel or malleable iron.
  - a. Do not use die cast zinc fittings.
5. Connectors and Couplings: Use threaded type fittings only. Threadless fittings, including set screw and compression/gland types, are not permitted.

#### **2.04 PVC-COATED GALVANIZED STEEL RIGID METAL CONDUIT (RMC)**

- A. Manufacturers:
  1. ABB; Ocal: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
  2. Calbond, a division of Atkore International [www.calbond.com/#sle](http://www.calbond.com/#sle)
  3. Robroy Industries: [www.robroy.com](http://www.robroy.com).
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit with external polyvinyl chloride (PVC) coating complying with NEMA RN 1 and listed and labeled as complying with UL 6.
- C. Exterior Coating: Polyvinyl chloride (PVC), nominal thickness of 40 mil, 0.040 inch.
- D. PVC-Coated Boxes and Fittings:
  1. Manufacturer: Same as manufacturer of PVC-coated conduit to be installed.
  2. Nonhazardous Locations: Use boxes and fittings listed and labeled as complying with UL 514A, UL 514B, or UL 6.
  3. Material: Use steel or malleable iron.
  4. Exterior Coating: Polyvinyl chloride (PVC), minimum thickness of 40 mil, 0.040 inch.
- E. PVC-Coated Supports: Furnish with exterior coating of polyvinyl chloride (PVC), minimum thickness of 15 mil, 0.015 inch.

#### **2.05 FLEXIBLE METAL CONDUIT (FMC)**

- A. Manufacturers:
  1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
  3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).
  4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Description: NFPA 70, Type FMC standard-wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems.
- C. Fittings:
  1. Manufacturers:
    - a. ABB; T&B: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
    - b. Bridgeport Fittings, LLC: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - c. Emerson Electric Co; O-Z/Gedney: [www.emerson.com/#sle](http://www.emerson.com/#sle).
  2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  3. Material: Use steel or malleable iron.
    - a. Do not use die cast zinc fittings.
- D. Description: Interlocked steel construction.
- E. Fittings: NEMA FB 1.

#### **2.06 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Manufacturers:
  1. AFC Cable Systems, Inc: [www.afcweb.com](http://www.afcweb.com).
  2. Electri-Flex Company: [www.electriflex.com](http://www.electriflex.com).
  3. International Metal Hose: [www.metalhose.com](http://www.metalhose.com).

- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- C. Fittings:
  - 1. Manufacturers:
    - a. ABB; T&B: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
    - b. Bridgeport Fittings, LLC: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - c. Emerson Electric Co; O-Z/Gedney: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
    - a. Do not use die cast zinc fittings.
- D. Description: Interlocked steel construction with PVC jacket.
- E. Fittings: NEMA FB 1.

## **2.07 GALVANIZED STEEL ELECTRICAL METALLIC TUBING (EMT)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com](http://www.alliedeg.com).
  - 2. Nucor Tubular Products: [www.nucortubular/#sle](http://www.nucortubular/#sle).
  - 3. Western Tube, a division of Zekelman Industries: [www.westerntube.com/#sle](http://www.westerntube.com/#sle).
  - 4. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).
  - 5. Triangle
- B. Description: NFPA 70, Type EMT galvanized steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
  - 1. Manufacturers:
    - a. ABB; T&B: [www.electrification.us.abb.com/#sle](http://www.electrification.us.abb.com/#sle).
    - b. Allied Tube & Conduit, a division of Atkore International: [www.alliedeg.us/#sle](http://www.alliedeg.us/#sle).
    - c. Bridgeport Fittings, LLC: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - d. Emerson Electric Co; O-Z/Gedney: [www.emerson.com/#sle](http://www.emerson.com/#sle).
  - 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
    - a. Do not use die cast zinc fittings.
  - 4. Connectors and Couplings: Use compression/gland type.
    - a. Do not use indenter type connectors and couplings.
    - b. Do not use set-screw type connectors and couplings.
- D. Description: ANSI C80.3; galvanized tubing.
- E. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron compression type.

## **2.08 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT**

- A. Manufacturers:
  - 1. ABB; Carlon: [www.carlon.com/#sle](http://www.carlon.com/#sle).
  - 2. Allied Tube & Conduit, a division of Atkore International: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  - 3. Cantex Inc: [www.cantexinc.com/#sle](http://www.cantexinc.com/#sle).
  - 4. Heritage Plastics, a division of Atkore International: [www.heritageplastics.com/#sle](http://www.heritageplastics.com/#sle).
  - 5. JM Eagle: [www.jmeagle.com/#sle](http://www.jmeagle.com/#sle).
- B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated,

Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.

- C. Fittings:
1. Manufacturer: Same as manufacturer of conduit to be connected.
  2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

## 2.09 ACCESSORIES

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil, 0.020 inch.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive compound listed as complying with UL 2419; suitable for use with conduit to be installed.
- C. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- D. Pull Strings: Use nylon, polyester, or 14 AWG zinc-coated steel tape with average breaking strength of not less than 1,250 lbf.
- E. Foam Conduit Sealant:
1. Removable, two-part, closed-cell foam, specifically designed for sealing conduit openings against water, moisture, gases, and dust.
  2. Suitable for use with conductors/cables and associated insulation/jackets to be installed.
  3. Rated to hold minimum of 10 ft water head pressure.
  4. Products:
    - a. American Polywater Corporation; Polywater AFT Foam Duct Sealant: [www.polywater.com/#sle](http://www.polywater.com/#sle).
    - b. American Polywater Corporation; Polywater FST Foam Duct Sealant: [www.polywater.com/#sle](http://www.polywater.com/#sle).
- F. Conduit Mechanical Seals:
1. Listed as complying with UL 514B.
  2. Specifically designed for sealing conduit openings against water, moisture, gases, and dust.
  3. Suitable for sealing around conductors/cables to be installed.
  4. Products:
    - a. American Polywater Corporation; PHRD SG Mechanical Seals: [www.polywater-haufftechnik.com/#sle](http://www.polywater-haufftechnik.com/#sle).
- G. Sealing Compound for Hazardous/Classified Location Sealing Fittings: Listed for use with particular fittings to be installed.
- H. Sealing Systems for Concrete Penetrations:
1. Sleeves: Provide water stop ring or cement coating that bonds to concrete to prevent water infiltration.
  2. Rate for minimum of 40 psig; suitable for sealing around conduits to be installed.
  3. Products:
    - a. American Polywater Corporation; PZVR Cement-Coated Concrete Wall Sleeves: [www.polywater-haufftechnik.com/#sle](http://www.polywater-haufftechnik.com/#sle).
    - b. American Polywater Corporation; PHSD Mechanical Seals: [www.polywater-haufftechnik.com/#sle](http://www.polywater-haufftechnik.com/#sle).
    - c. American Polywater Corporation; PHSI 150 Varia Double Wall Inserts: [www.polywater-haufftechnik.com/#sle](http://www.polywater-haufftechnik.com/#sle).
    - d. American Polywater Corporation; PGKD Modular Seals: [www.polywater-haufftechnik.com/#sle](http://www.polywater-haufftechnik.com/#sle).
- I. Sealing Systems for Roof Penetrations: Premanufactured components and accessories as required to preserve integrity of roofing system and maintain roof warranty; suitable for conduits and roofing system to be installed; designed to accommodate existing penetrations where

applicable.

1. Products:
  - a. Menzies Metal Products; Electrical Roof Stack and Cap: [www.menzies-metal.com/#sle](http://www.menzies-metal.com/#sle).
  - b. Menzies Metal Products; Electrical Retro Box: [www.menzies-metal.com/#sle](http://www.menzies-metal.com/#sle).
- J. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.
  1. Products:
    - a. Quickflash Weatherproofing Products, Inc: [www.quickflashproducts.com/#sle](http://www.quickflashproducts.com/#sle).
- K. Firestop Sleeves: Listed; provide as required to preserve fire resistance rating of building elements.
  1. Products:
    - a. HoldRite, a brand of Reliance Worldwide Corporation; HydroFlame Pro Series/HydroFlame Custom Built: [www.holdrite.com/#sle](http://www.holdrite.com/#sle).
- L. Duct Bank Spacers: Nonmetallic; designed for maintaining conduit/duct spacing for concrete encasement in open trench installation; suitable for conduit/duct arrangement to be installed.
  1. Products:
    - a. Advance Products & Systems, LLC; Duct Bank Spacers: [www.apsonline.com/#sle](http://www.apsonline.com/#sle).

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. All conduit penetrations into equipment enclosures shall be made by the Electrical Contractor.
- C. Install conduit securely in a neat and workmanlike manner in accordance with NECA 1.
- D. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- E. Install PVC-coated galvanized steel rigid metal conduit (RMC) using only tools approved by manufacturer.
- F. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- G. Conduit Routing:
  1. Unless dimensioned, conduit routing indicated is diagrammatic.
  2. When conduit destination is indicated without specific routing, determine exact routing required.
  3. Conceal all conduits within finished walls, ceilings and floors unless specifically indicated to be exposed.
  4. Conduits in the following areas may be exposed, unless otherwise indicated:
    - a. Electrical rooms.
    - b. Mechanical equipment rooms.
    - c. Within joists in areas with no ceiling.
  5. Unless otherwise approved, do not route exposed conduits:
    - a. Across floors.

- b. Across roofs.
    - c. Across top of parapet walls.
    - d. Across building exterior surfaces.
  6. Conduits installed underground or embedded in concrete may be routed in shortest possible manner unless otherwise indicated. Route other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
  7. Arrange conduit to maintain adequate headroom, clearances, and access.
  8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points. Use conduit bodies to make sharp changes in direction, as around beams. Use hydraulic one-shot bender to fabricate bends in metal conduit larger than 2 inch size.
  9. Arrange conduit to provide no more than 150 feet between pull points.
  10. Route conduits above water and drain piping where possible.
  11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
  12. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
  13. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
    - a. Heaters.
    - b. Hot water piping.
    - c. Flues.
  14. Group parallel conduits in same area on common rack.
- H. Conduit Support:
1. Secure and support conduits in accordance with NFPA 70 using suitable supports and methods approved by authorities having jurisdiction; see Section 26 05 29.
  2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
  3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
  4. Use conduit strap to support single surface-mounted conduit.
    - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
  5. Use metal channel/strut with accessory conduit clamps to support multiple parallel surface-mounted conduits.
  6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
  7. Use trapeze hangers assembled from threaded rods and metal channel/strut with accessory conduit clamps to support multiple parallel suspended conduits.
  8. Use non-penetrating rooftop supports to support conduits routed across rooftops (only where approved). All such conduits shall be elevated a minimum of 12 inches above the rooftop where exposed to direct sunlight.
  9. Use of spring steel conduit clips for support of conduits is not permitted.
  10. Use of wire for support of conduits is not permitted. Remove all wire used for temporary supports.
  11. Use of perforated pipe straps for support of conduits is not permitted.
  12. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with most stringent requirements.
- I. Connections and Terminations:
1. Use fittings compatible with conduit used and suitable for location.
  2. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  3. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  4. Use suitable adapters where required to transition from one type of conduit to another.

5. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
  6. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  7. Where spare conduits stub up through concrete floors and are not terminated in box or enclosure, provide threaded couplings equipped with threaded plugs set flush with finished floor.
  8. Provide insulating bushings, insulated throats, or listed metal fittings with smooth, rounded edges at conduit terminations to protect conductors.
  9. Bring conduit to shoulders of fittings. Secure joints and connections tightly to provide maximum mechanical strength and electrical continuity. Use bonding bushings or wedges at connections subject to vibration.
- J. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  2. All penetrations through floors or walls shall be core-drilled. Use of jack hammers shall not be permitted. Maximum hole diameters shall not exceed 6 inches. All holes shall be spaced at least 18 inches apart in all directions. Re-use of existing penetrations shall be permitted.
  3. Prior to any core drilling through floors or walls, the Electrical Contractor shall visually survey both sides to determine if any pipes, ducts or electrical utilities exist that may present obstacles. The Electrical Contractor shall also identify locations of existing concrete slab reinforcement or in-slab utilities using a pachometer, x-ray or similar device. All core-drilled penetrations shall be a minimum of 3 inches away from existing concrete slab reinforcement or in-slab utilities.
  4. Make penetrations perpendicular to surfaces unless otherwise indicated.
  5. Provide steel sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  6. Conceal bends for conduit risers emerging above ground.
  7. Provide suitable modular seal where conduits penetrate exterior wall above or below grade.
  8. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  9. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
  10. Provide metal escutcheon plates for conduit penetrations exposed to public view.
  11. Install firestopping to preserve fire resistance rating of partitions and other elements; see Section 07 84 00.
- K. Stub-Up Connections for Equipment: Extend conductors to equipment with rigid metal conduit (RMC). Flexible metal conduit (FMC) or liquidtight flexible metal conduit (LFMC) may be used 6 inches above the floor.
- L. Underground Installation:
1. Minimum Cover, Unless Otherwise Indicated or Required:
    - a. Underground, Exterior: 36 inches.
    - b. Under Slab on Grade: 36 inches to bottom of slab.
- M. Embedment Within Structural Concrete Slabs (only where approved by Structural Engineer):
1. Install conduits within middle one third of slab thickness.
  2. Secure conduits to prevent floating or movement during pouring of concrete.

- N. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide minimum concrete cover of 3 inches on all sides unless otherwise indicated; see Section 03 30 00.
- O. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
  - 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
  - 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
  - 3. Where conduits are subject to earth movement by settlement or frost.
- P. Conduit Sealing:
  - 1. Use foam conduit sealant to prevent entry of moisture and gases. This includes, but is not limited to:
    - a. Where conduits enter building from outside.
    - b. Where service conduits enter building from underground distribution system.
    - c. Where conduits enter building from underground.
    - d. Where conduits may transport moisture to contact live parts.
  - 2. Where conduits cross barriers between areas of potential substantial temperature differential, use foam conduit sealant at accessible point near penetration to prevent condensation. This includes, but is not limited to:
    - a. Where conduits pass from outdoors into conditioned interior spaces.
    - b. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
    - c. Where conduits penetrate coolers or freezers.
  - 3. Where conduits cross boundaries of hazardous/classified locations, provide identified/listed sealing fittings or conduit mechanical seals as approved by authorities having jurisdiction; locate as indicated or in accordance with NFPA 70.
- Q. Provide pull string in each empty conduit and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

### **3.03 FIELD QUALITY CONTROL**

- A. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- B. Where coating of PVC-coated galvanized steel rigid metal conduit (RMC) contains cuts or abrasions, repair in accordance with manufacturer's instructions.
- C. Correct deficiencies and replace damaged or defective conduits.

### **3.04 CLEANING**

- A. Clean interior of conduits to remove moisture and foreign matter.

### **3.05 PROTECTION**

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.
- B. Arrange supports to prevent misalignment during wiring installation.
- C. Cut conduit square using saw or pipecutter; de-burr cut ends.
- D. Use suitable caps to protect installed conduit against entrance of dirt and moisture.

**3.06 INTERFACE WITH OTHER PRODUCTS**

- A. Route conduit through roof openings for piping and ductwork wherever possible. Where separate roofing penetration is required, coordinate location and installation method with roofing installation specified.

**END OF SECTION**



**SECTION 26 05 33.16  
BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.
- C. Accessories.
- D. Wall and ceiling outlet boxes.
- E. Pull and junction boxes.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 29 - Hangers and Supports.
- B. Section 26 05 33.13 - Conduit for Electrical Systems:
  - 1. Conduit bodies and other fittings.
  - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- C. Section 26 27 26 - Wiring Devices:
  - 1. Wall plates.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2012.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
  - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
  - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
  - 5. Coordinate the placement of boxes with millwork, furniture, devices, equipment, etc. installed under other sections or by others.

6. Coordinate the work with other trades to preserve insulation integrity.
7. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted boxes where indicated.
8. Notify DEDC, LLC of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for outlet and device boxes and junction and pull boxes.
- B. Project Record Documents: Record actual locations for pull boxes.
- C. Maintenance Materials: Furnish the following for Sussex County Courthouse's use in maintenance of project.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

### **PART 2 PRODUCTS**

#### **2.01 BOXES**

- A. General Requirements:
  1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
  1. Use sheet-steel boxes for concealed interior dry locations unless otherwise indicated or required.
  2. Use cast iron boxes or cast aluminum boxes for exposed interior dry locations, and for interior and exterior damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  3. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.
  4. Use suitable concrete type boxes where flush-mounted in concrete.
  5. Use suitable masonry type boxes where flush-mounted in masonry walls.
  6. Use raised covers suitable for the type of wall construction and device configuration where required.
  7. Use shallow boxes where required by the type of wall construction.
  8. Do not use "through-wall" boxes designed for access from both sides of wall.

9. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  10. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  11. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
  12. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
  13. Minimum Box Size, Unless Otherwise Indicated:
    - a. Wiring Devices: 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.
    - b. Communications Systems Outlets: 4 inch square by 2-1/8 inch (100 by 54 mm) trade size.
    - c. Ceiling Outlets: 4 inch octagonal or square by 2-1/8 inch deep (100 by 54 mm) trade size.
  14. Wall Plates: Comply with Section 26 27 26.
  15. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Hubbell Incorporated; Bell Products: [www.hubbell-rtb.com](http://www.hubbell-rtb.com).
    - c. Hubbell Incorporated; RACO Products: [www.hubbell-rtb.com](http://www.hubbell-rtb.com).
    - d. O-Z/Gedney, a brand of Emerson Electric Co: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - e. Thomas & Betts Corporation; Steel City Products: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - f. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  2. NEMA 250 Environment Type, Unless Otherwise Indicated:
    - a. Indoor Clean, Dry Locations: Type 1, painted steel.
    - b. Outdoor Locations: Type 3R, painted steel.
  3. Junction and Pull Boxes Larger Than 100 cubic inches:
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
  4. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.
  5. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Hoffman, a brand of Pentair Technical Products: [www.hoffmanonline.com/#sle](http://www.hoffmanonline.com/#sle).
    - c. Hubbell Incorporated; Wiegmann Products: [www.hubbell-wiegmann.com/#sle](http://www.hubbell-wiegmann.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.02 ACCESSORIES

- A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for boxes and facade materials to be installed.
1. Manufacturers:
    - a. Quickflash Weatherproofing Products, Inc: [www.quickflashproducts.com/#sle](http://www.quickflashproducts.com/#sle).

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive boxes.
- C. Verify that conditions are satisfactory for installation prior to starting work.

- D. Verify locations of floor boxes and outlets in offices and work areas prior to rough-in.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Provide separate boxes for emergency power and normal power systems.
- E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.
- G. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- H. Box Locations:
  - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as required where approved by the Architect.
  - 2. Unless dimensioned, box locations indicated are approximate.
  - 3. Locate and orient boxes as required for devices installed under other sections or by others.
    - a. Switches, Receptacles, and Other Wiring Devices: Comply with Section 26 27 26.
  - 4. Locate boxes so that wall plates do not span different building finishes.
  - 5. Locate boxes so that wall plates do not cross masonry joints.
  - 6. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
  - 7. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated:
    - a. Acoustic-Rated Walls: Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches horizontal separation.
    - b. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
      - 1) Do not install flush-mounted boxes on opposite sides of walls back-to-back; provide minimum 24 inches separation where wall is constructed with individual noncommunicating stud cavities or protect both boxes with listed putty pads.
      - 2) Do not install flush-mounted boxes with area larger than 16 square inches or such that the total aggregate area of openings exceeds 100 square inches for any 100 square feet of wall area.
  - 8. Locate junction and pull boxes as indicated, as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 26 05 33.13.
  - 9. Locate junction and pull boxes in the following areas, unless otherwise indicated or approved by the Architect:
    - a. Concealed above accessible suspended ceilings.
    - b. Within joists in areas with no ceiling.
    - c. Electrical rooms.
    - d. Mechanical equipment rooms.
- I. Box Supports:
  - 1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.

2. Provide independent support from building structure except for cast metal boxes (other than boxes used for fixture support) supported by threaded conduit connections in accordance with NFPA 70. Do not provide support from piping, ductwork, or other systems.
  3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
  4. Use far-side support to secure flush-mounted boxes supported from single stud in hollow stud walls. Repair or replace supports for boxes that permit excessive movement.
- J. Install boxes plumb and level.
- K. Flush-Mounted Boxes:
1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
  2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.
- L. Install boxes as required to preserve insulation integrity.
- M. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- N. Close unused box openings.
- O. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- P. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- Q. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- R. Set wall mounted boxes at elevations to accommodate mounting heights indicated.
- S. Electrical boxes are shown on Drawings in approximate locations unless dimensioned.
1. Adjust box locations up to 10 feet if required to accommodate intended purpose.
- T. Maintain headroom and present neat mechanical appearance.
- U. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches from ceiling access panel or from removable recessed luminaire.
- V. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- W. Locate outlet boxes to allow luminaires to be positioned as shown on reflected ceiling plan.
- X. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- Y. Locate flush mounting boxes in masonry walls to require cutting of masonry unit corner only. Coordinate masonry cutting to achieve neat opening.
- Z. Secure flush mounting box to interior wall and partition studs. Accurately position to allow for surface finish thickness.
- AA. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- BB. Use gang box with plaster ring for single device outlets.

### 3.03 ADJUSTING

- A. Adjust flush-mounting outlets to make front flush with finished wall material.
- B. Install knockout closures in unused box openings.

**3.04 CLEANING**

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

**3.05 PROTECTION**

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.
- B. Clean exposed surfaces and restore finish.

**END OF SECTION**

**SECTION 26 05 83  
WIRING CONNECTIONS**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Electrical connections to equipment.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 26 05 33.13 - Conduit for Electrical Systems.
- C. Section 26 05 33.16 - Boxes for Electrical Systems.
- D. Section 26 27 26 - Wiring Devices.

**1.03 REFERENCE STANDARDS**

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).
- B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
  - 2. Determine connection locations and requirements.
- B. Sequencing:
  - 1. Install rough-in of electrical connections before installation of equipment is required.
  - 2. Make electrical connections before required start-up of equipment.

**1.05 SUBMITTALS**

- A. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.

**1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
  - 1. Colors: Comply with NEMA WD 1.
  - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
  - 3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
- B. Wiring Devices: As specified in Section 26 27 26.
- C. Flexible Conduit: As specified in Section 26 05 33.13.
- D. Wire and Cable: As specified in Section 26 05 19.

- E. Boxes: As specified in Section 26 05 33.16.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that equipment is ready for electrical connection, wiring, and energization.

#### **3.02 ELECTRICAL CONNECTIONS**

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Provide receptacle outlet to accommodate connection with attachment plug.
- E. Provide cord and cap where field-supplied attachment plug is required.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

**END OF SECTION**



**SECTION 26 09 23  
LIGHTING CONTROL DEVICES**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Occupancy sensors.
- B. Time switches.
- C. Outdoor photo controls.
- D. Lighting contactors.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 29 - Hangers and Supports

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NEMA 410 - Performance Testing for Lighting Controls and Switching Devices with Electronic Drivers and Discharge Ballasts; 2011.
- E. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000 (R2005), with errata, 2008.
- F. NEMA ICS 6 - Industrial Control and Systems: Enclosures; 1993 (Reaffirmed 2016).
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 773A - Nonindustrial Photoelectric Switches for Lighting Control; Current Edition, Including All Revisions.
- I. UL 916 - Energy Management Equipment; Current Edition, Including All Revisions.
- J. UL 917 - Clock-Operated Switches; Current Edition, Including All Revisions.
- K. UL 60947-1 - Low-Voltage Switchgear and Controlgear - Part 1: General Rules; Current Edition, Including All Revisions.
- L. UL 60947-4-1 - Low-Voltage Switchgear and Controlgear - Part 4-1: Contactors and Motor-starters - Electromechanical Contactors and Motor-starters; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of lighting control devices with millwork, furniture, equipment, etc. installed under other sections or by others.
  - 2. Coordinate the placement of occupancy sensors with millwork, furniture, equipment or other potential obstructions to motion detection coverage installed under other sections or by others.
  - 3. Coordinate the placement of photo sensors for daylighting controls with windows, skylights, and luminaires to achieve optimum operation. Coordinate placement with ductwork, piping, equipment, or other potential obstructions to light level measurement installed under other sections or by others.
  - 4. Notify DEDC, LLC of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.
- B. Sequencing:
  - 1. Do not install lighting control devices until final surface finishes and painting are complete.

### **1.05 SUBMITTALS**

- A. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
  - 1. Occupancy Sensors: Include detailed motion detection coverage range diagrams.
- B. Operation and Maintenance Data: Include detailed information on device programming and setup.
- C. Project Record Documents: Record actual installed locations and settings for lighting control devices.

### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

### **1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Store products in a clean, dry space in original manufacturer's packaging in accordance with manufacturer's written instructions until ready for installation.

### **1.08 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

### **1.09 WARRANTY**

- A. Provide five year manufacturer warranty for all occupancy sensors.
- B. Provide two year manufacturer warranty for all daylighting controls.

## **PART 2 PRODUCTS**

### **2.01 LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS**

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors, hardware, components, accessories, etc. as required for a complete operating system.
- C. Products for Switching of Electronic Ballasts/Drivers: Tested and rated to be suitable for peak inrush currents specified in NEMA 410.

### **2.02 OCCUPANCY SENSORS**

- A. Manufacturers:
  - 1. Hubbell Incorporated: [www.hubbell.com/#sle](http://www.hubbell.com/#sle).
  - 2. Lutron Electronics Company, Inc: [www.lutron.com/sle](http://www.lutron.com/sle).
  - 3. Sensor Switch Inc: [www.sensorswitch.com/#sle](http://www.sensorswitch.com/#sle).
  - 4. WattStopper: [www.wattstopper.com/#sle](http://www.wattstopper.com/#sle).
  - 5. Leviton: [www.leviton.com](http://www.leviton.com).
  - 6. Substitutions: See Section 01 60 00 - Product Requirements.
  - 7. Source Limitations: Furnish products produced by a single manufacturer and obtained from a single supplier.
- B. All Occupancy Sensors:

1. Description: Factory-assembled commercial specification grade devices for indoor use capable of sensing both major motion, such as walking, and minor motion, such as small desktop level movements, according to published coverage areas, for automatic control of load indicated.
2. Sensor Technology:
  - a. Passive Infrared/Ultrasonic Dual Technology Occupancy Sensors: Designed to detect occupancy using a combination of both passive infrared and ultrasonic technologies.
  - b. Passive Infrared/Acoustic Dual Technology Occupancy Sensors: Designed to detect occupancy using a combination of both passive infrared and audible sound sensing technologies.
3. Provide LED to visually indicate motion detection with separate color LEDs for each sensor type in dual technology units.
4. Operation: Unless otherwise indicated, occupancy sensor to turn load on when occupant presence is detected and to turn load off when no occupant presence is detected during an adjustable turn-off delay time interval.
5. Dual Technology Occupancy Sensors: Field configurable turn-on and hold-on activation with settings for activation by either or both sensing technologies.
6. Passive Infrared Lens Field of View: Field customizable by addition of factory masking material, adjustment of integral blinders, or similar means to block motion detection in selected areas.
7. Turn-Off Delay: Field adjustable, with time delay settings up to 30 minutes.
8. Sensitivity: Field adjustable.
9. Adaptive Technology: Field selectable; capable of self-adjusting sensitivity and time delay according to conditions.
10. Integral Photocell: For field selectable and adjustable inhibition of automatic turn-on of load when ambient lighting is above the selected level.
11. Compatibility (Non-Dimming Sensors): Suitable for controlling incandescent lighting, low-voltage lighting with electronic and magnetic transformers, fluorescent lighting with electronic and magnetic ballasts, and fractional motor loads, with no minimum load requirements.
12. Load Rating for Line Voltage Occupancy Sensors: As required to control the load indicated on drawings.

### 2.03 TIME SWITCHES

- A. Manufacturers:
  1. Intermatic, Inc: [www.intermatic.com/#sle](http://www.intermatic.com/#sle) (or approved equal).
  2. Tork, a division of NSI Industries LLC: [www.tork.com/#sle](http://www.tork.com/#sle) (or approved equal).
- B. Digital Electronic Time Switches:
  1. Description: Factory-assembled solid state programmable controller with LCD display, listed and labeled as complying with UL 916 or UL 917.
  2. Program Capability:
    - a. 7-Day Time Switches: Single channel, capable of different schedule for each day of the week with additional holiday schedule available to override normal schedule for selected days.
  3. Schedule Capacity: Not less than 16 programmable on/off operations.
  4. Provide automatic daylight savings time and leap year compensation.
  5. Provide power outage backup to retain programming and maintain clock.
  6. Manual override: Capable of overriding current schedule both permanently and temporarily until next scheduled event.
  7. Input Supply Voltage: As indicated on the drawings.
  8. Output Switch Configuration: SPST dry unpowered maintained contacts.
  9. Output Switch Contact Ratings:
    - a. Resistive Load: Not less than 30 A at 120-277 V ac.

- b. Tungsten Load: Not less than 5 A at 120 V ac.
  - c. Inductive Load: Not less than 30 A at 120-277 V ac.
  - d. Ballast Load: Not less than 20 A at 120 V ac or 6 A at 277 V ac.
  - e. Motor Load: Not less than 1 HP at 120 V ac or 2 HP at 240 V ac.
10. Provide lockable enclosure; environmental type per NEMA 250 as specified for the following installation locations:
- a. Indoor clean, dry locations: Type 1.
  - b. Outdoor locations: Type 3R.

#### **2.04 OUTDOOR PHOTO CONTROLS**

- A. Manufacturers:
  - 1. Intermatic, Inc: [www.intermatic.com/#sle](http://www.intermatic.com/#sle) (or approved equal).
  - 2. Tork, a division of NSI Industries LLC: [www.tork.com/#sle](http://www.tork.com/#sle) (or approved equal).
- B. Stem-Mounted Outdoor Photo Controls:
  - 1. Description: Direct-wired photo control unit with threaded conduit mounting stem, listed and labeled as complying with UL 773A.
  - 2. Housing: Weatherproof, heavy duty die cast metal.
  - 3. Photo Sensor: Cadmium sulfide.
  - 4. Provide external sliding shield for field adjustment of light level activation.
  - 5. Light Level Activation: 1 to 5 footcandles turn-on and 3 to 1 turn-off to turn-on ratio with delayed turn-off.
  - 6. Voltage: As indicated on drawings.
  - 7. Failure Mode: Fails to the on position.
  - 8. Load Rating: As indicated on drawings.

#### **2.05 LIGHTING CONTACTORS**

- A. Manufacturers:
  - 1. ABB/GE: [www.geindustrial.com/#sle](http://www.geindustrial.com/#sle).
  - 2. Eaton Corporation: [www.eaton.com/#sle](http://www.eaton.com/#sle).
  - 3. Schneider Electric; Square D Products: [www.schneider-electric.us/#sle](http://www.schneider-electric.us/#sle).
- B. Description: Magnetic lighting contactors complying with NEMA ICS 2, and listed and labeled as complying with UL 60947-1 and UL 60947-4-1; noncombination type unless otherwise indicated; ratings, configurations and features as indicated on the drawings.
- C. Short Circuit Current Rating:
  - 1. Provide contactors with listed short circuit current rating not less than the available fault current at the installed location as determined by short circuit study performed in accordance with Section 26 05 73.
- D. Enclosures:
  - 1. Comply with NEMA ICS 6.
  - 2. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1 or Type 12.
    - b. Outdoor Locations: Type 3R or Type 4.
  - 3. Finish: Manufacturer's standard unless otherwise indicated.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

- C. Verify that openings for outlet boxes are neatly cut and will be completely covered by devices or wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to lighting control devices.
- F. Verify that the service voltage and ratings of lighting control devices are appropriate for the service voltage and load requirements at the location to be installed.
- G. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### **3.03 INSTALLATION**

- A. Install lighting control devices in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Install lighting control devices in accordance with manufacturer's instructions.
- C. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- D. Install lighting control devices plumb and level, and held securely in place.
- E. Provide required supports in accordance with Section 26 05 29.
- F. Where applicable, install lighting control devices and associated wall plates to fit completely flush to mounting surface with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- G. Identify lighting control devices in accordance with Section 26 05 53.
- H. Outdoor Photo Control Locations:
  - 1. Where possible, locate outdoor photo controls with photo sensor facing north. If north facing photo sensor is not possible, install with photo sensor facing east, west, or down.
  - 2. Locate outdoor photo controls so that photo sensors do not face artificial light sources, including light sources controlled by the photo control itself.
- I. Install outdoor photo controls so that connections are weatherproof. Do not install photo controls with conduit stem facing up in order to prevent infiltration of water into the photo control.
- J. Lamp Burn-In: Operate lamps at full output for minimum of 100 hours or prescribed period per manufacturer's recommendations prior to use with any dimming controls. Replace lamps that fail prematurely due to improper lamp burn-in.
- K. Unless otherwise indicated, install power packs for lighting control devices above accessible ceiling or above access panel in inaccessible ceiling near the sensor location.
- L. Where indicated, install separate compatible wall switches for manual control interface with lighting control devices or associated power packs.
- M. Unless otherwise indicated, install switches on load side of power packs so that switch does not turn off power pack.

### **3.04 FIELD QUALITY CONTROL**

- A. Inspect each lighting control device for damage and defects.
- B. Test occupancy sensors to verify proper operation, including time delays and ambient light thresholds where applicable. Verify optimal coverage for entire room or area.

- C. Test time switches to verify proper operation.
- D. Test outdoor photo controls to verify proper operation, including time delays where applicable.
- E. Correct wiring deficiencies and replace damaged or defective lighting control devices.

### **3.05 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.
- B. Adjust occupancy sensor settings to minimize undesired activations while optimizing energy savings, and to achieve desired function as indicated or as directed by DEDC, LLC.
- C. Where indicated or as directed by Architect, install factory masking material or adjust integral blinders on dual technology occupancy sensor lenses to block undesired motion detection.
- D. Adjust time switch settings to achieve desired operation schedule as indicated or as directed by DEDC, LLC. Record settings in written report to be included with submittals.
- E. Adjust external sliding shields on outdoor photo controls under optimum lighting conditions to achieve desired turn-on and turn-off activation as indicated or as directed by DEDC, LLC.

### **3.06 CLEANING**

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

### **3.07 CLOSEOUT ACTIVITIES**

- A. Demonstration: Demonstrate proper operation of lighting control devices to DEDC, LLC, and correct deficiencies or make adjustments as directed.
- B. Training: Train Sussex County Courthouse's personnel on operation, adjustment, programming, and maintenance of lighting control devices.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Provide minimum of two hours of training.
  - 3. Instructor: Qualified contractor familiar with the project and with sufficient knowledge of the installed lighting control devices.
  - 4. Location: At project site.

**END OF SECTION**

**SECTION 26 27 26  
WIRING DEVICES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Wall switches.
- B. Fan speed controllers.
- C. Wall plates.
- D. Ceiling Fans.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 05 33.16 - Boxes for Electrical Systems.
- B. Section 26 05 83 - Wiring Connections: Cords and plugs for equipment.
- C. Section 26 09 23 - Lighting Control Devices: Devices for automatic control of lighting, including occupancy sensors.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R 2010).
- D. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2012.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.
- G. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- H. UL 1917 - Solid-State Fan Speed Controls; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
  - 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
  - 3. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.
  - 4. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
  - 5. Notify DEDC, LLC of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.
- B. Sequencing:
  - 1. Do not install wiring devices until final surface finishes and painting are complete.

**1.05 SUBMITTALS**

- A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- B. Operation and Maintenance Data:
  - 1. Wall Dimmers: Include information on operation and setting of presets.
  - 2. GFCI Receptacles: Include information on status indicators.
- C. Project Record Documents: Record actual installed locations of wiring devices.

- D. Maintenance Materials: Furnish the following for Sussex County Courthouse's use in maintenance of project.
  - 1. Extra Wall Plates: One of each style, size, and finish.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Products: Listed, classified, and labeled as suitable for the purpose intended.
- E. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### **1.07 DELIVERY, STORAGE, AND PROTECTION**

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.
- B. Products: Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

### **PART 2 PRODUCTS**

#### **2.01 WIRING DEVICE APPLICATIONS**

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. For single receptacles installed on an individual branch circuit, provide receptacle with ampere rating not less than that of the branch circuit.
- C. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.
- D. Provide GFCI protection for receptacles installed within 6 feet of sinks.
- E. Provide GFCI protection for receptacles installed in kitchens.
- F. Provide GFCI protection for receptacles serving electric drinking fountains.
- G. Unless noted otherwise, do not use combination switch/receptacle devices.

#### **2.02 ALL WIRING DEVICES**

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- B. Finishes: To be selected by Architect.

#### **2.03 WALL SWITCHES**

- A. Manufacturers:
  - 1. Hubbell Incorporated: [www.hubbell.com/#sle](http://www.hubbell.com/#sle).
  - 2. Leviton Manufacturing Company, Inc: [www.leviton.com/#sle](http://www.leviton.com/#sle).
  - 3. Pass & Seymour, a brand of Legrand North America, Inc: [www.legrand.us/#sle](http://www.legrand.us/#sle).
- B. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.
- C. Standard Wall Switches: Industrial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, three way, or four way



as indicated on the drawings.

## **2.04 FAN SPEED CONTROLLERS**

- A. Manufacturers:
  - 1. Leviton Manufacturing Company, Inc; \_\_\_\_\_: [www.leviton.com/#sle](http://www.leviton.com/#sle).
  - 2. Lutron Electronics Company, Inc; Maestro Series: [www.lutron.com/#sle](http://www.lutron.com/#sle).
  - 3. Pass & Seymour, a brand of Legrand North America, Inc; \_\_\_\_\_: [www.legrand.us/#sle](http://www.legrand.us/#sle).
- B. Description: 120 V AC, solid-state, full-range variable speed, slide control type with separate on/off switch, with integral radio frequency interference filtering, fan noise elimination circuitry, power failure preset memory, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 1917.
  - 1. Current Rating: 1.5 A unless otherwise indicated or required to control the load indicated on the drawings.

## **2.05 WALL PLATES**

- A. Manufacturers:
  - 1. Hubbell Incorporated: [www.hubbell-wiring.com/#sle](http://www.hubbell-wiring.com/#sle).
  - 2. Leviton Manufacturing Company, Inc: [www.leviton.com/#sle](http://www.leviton.com/#sle).
  - 3. Pass & Seymour, a brand of Legrand North America, Inc: [www.legrand.us/#sle](http://www.legrand.us/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Wall Plates for Flush-Mounted Devices: Type 302 stainless steel with brushed satin finish and stainless steel screws.
- D. Cover Plates for Surface-Mounted Devices: Raised galvanized steel with rounded corners and edges and corrosion-resistant screws.
- E. Cover Plates for Ceiling-Mounted Devices: Smooth finish, high-impact thermoplastic Nylon.
- F. Weatherproof Covers for Wet or Damp Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

## **2.06 CEILING FANS**

- A. Manufacturers:
  - 1. Hunter Fan Company; \_\_\_\_\_: [www.hunterfan.com/#sle](http://www.hunterfan.com/#sle).
  - 2. Mika Group; \_\_\_\_\_: [www.minkagroup.net/#sle](http://www.minkagroup.net/#sle).
  - 3. Honetwell International; \_\_\_\_\_: [www.honeywellstore.com/#sle](http://www.honeywellstore.com/#sle).
- B. Description: Ceiling mounted fan, 52" diameter with no integrated lighting, with matte black finish, and compatible with boxes provided under Section 26 05 33.16 with components, adapters, and trims required for complete installation.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.

- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### **3.03 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section.
  - 1. Mounting Heights: As indicated on the drawings.
  - 2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
  - 3. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.
  - 4. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify DEDC, LLC to obtain direction prior to proceeding with work.
  - 5. Locate receptacles for electric drinking fountains concealed behind drinking fountain according to manufacturer's instructions.
- C. Install wiring devices in accordance with manufacturer's instructions.
- D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
- E. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.
- F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.
- G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- H. Provide GFCI receptacles with integral GFCI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
- I. Install securely, in a neat and workmanlike manner, as specified in NECA 1.
- J. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- K. Install wall switches with OFF position down.
- L. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.
- M. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.
- N. Identify wiring devices in accordance with Section 26 05 53.
- O. Install receptacles with grounding pole on bottom.
- P. Install decorative plates on switch, receptacle, and blank outlets in finished areas.

- Q. Install galvanized steel cover plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted switches & outlets.

**3.04 FIELD QUALITY CONTROL**

- A. Inspect each wiring device for damage and defects.
- B. Operate each wall switch and wall dimmer with circuit energized to verify proper operation.
- C. Test each receptacle to verify operation and proper polarity.
- D. Correct wiring deficiencies and replace damaged or defective wiring devices.

**3.05 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

**3.06 CLEANING**

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

**END OF SECTION**

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**SECTION 26 56 00  
EXTERIOR LIGHTING**

**PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Exterior luminaires.

**1.02 RELATED REQUIREMENTS****1.03 REFERENCE STANDARDS**

- A. IEEE C2 - National Electrical Safety Code; 2012.
- B. IES LM-63 - IESNA Standard File Format for Electronic Transfer of Photometric Data and Related Information; 2002 (Reaffirmed 2008).
- C. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- D. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; Illuminating Engineering Society; 2015.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2010.
- F. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2006.
- G. NEMA 410 - Performance Testing for Lighting Controls and Switching Devices with Electronic Drivers and Discharge Ballasts; 2011.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- J. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate placement of poles and associated foundations with utilities, curbs, sidewalks, trees, walls, fences, striping, etc. installed under other sections or by others. Coordinate elevation to obtain specified foundation height.
  - 2. Notify DEDC, LLC of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

**1.05 SUBMITTALS**

- A. Shop Drawings:
  - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
  - 2. Provide photometric calculations where luminaires are proposed for substitution.
  - 3. Provide structural calculations for each pole proposed for substitution.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
  - 1. LED Luminaires:
    - a. Include estimated useful life, calculated based on IES LM-80 test data.
    - b. Include IES LM-79 test report upon request.
  - 2. Provide electronic files of photometric data certified by a National Voluntary Laboratory Accreditation Program (NVLAP) lab or independent testing agency in IES LM-63 standard format upon request.

3. Lamps: Include rated life and initial and mean lumen output.
4. Poles: Include information on maximum supported effective projected area (EPA) and weight for the design wind speed.
- C. Certificates for Poles and Accessories: Manufacturer's documentation that products are suitable for the luminaires to be installed and comply with designated structural design criteria.
- D. Maintenance Materials: Furnish the following for Sussex County Courthouse's use in maintenance of project.
  1. Extra Fuses: Five percent of total quantity installed for each type, but not less than two of each type.
  2. Touch-Up Paint: 2 gallons, to match color of pole finish.
- E. Project Record Documents: Record actual connections and locations of pole foundations, luminaires, and any pull or junction boxes.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

#### **1.08 WARRANTY**

- A. Provide 2-year manufacturer warranty for all LED luminaires, including drivers.

### **PART 2 PRODUCTS**

#### **2.01 LUMINAIRE TYPES**

- A. Provide products as indicated in the Luminaire Schedule included on the drawings.

#### **2.02 LUMINAIRES**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.

- H. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.
- I. Exposed Hardware: Stainless steel.

## **2.03 BALLASTS AND DRIVERS**

- A. Ballasts/Drivers - General Requirements:
  - 1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
  - 2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.
  - 3. Electronic Ballasts/Drivers: Inrush currents not exceeding peak currents specified in NEMA 410.
- B. Dimmable LED Drivers:
  - 1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
  - 2. Control Compatibility: Fully compatible with the dimming controls to be installed.

## **2.04 LAMPS**

- A. Lamps - General Requirements:
  - 1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
  - 2. Verify compatibility of specified lamps with luminaires to be installed. Where lamps are not specified, provide lamps per luminaire manufacturer's recommendations.
  - 3. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.
  - 4. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are determined by the DEDC, LLC to be inconsistent in perceived color temperature.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 PREPARATION**

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

### **3.03 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires in accordance with NECA/IESNA 501.
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.

- E. Wall-Mounted Luminaires: Unless otherwise indicated, specified mounting heights are to center of luminaire.
- F. Pole-Mounted Luminaires:
  - 1. Maintain the following minimum clearances:
    - a. Comply with IEEE C2.
    - b. Comply with utility company requirements.
  - 2. Foundation-Mounted Poles:
    - a. Install foundations plumb.
    - b. Install poles plumb, using leveling nuts as required to adjust to plumb.
    - c. Tighten anchor bolt nuts to manufacturer's recommended torque.
    - d. Install non-shrink grout between pole anchor base and concrete foundation, sloped for rainwater runoff and leaving small channel for condensation drainage.
    - e. Install anchor base covers as indicated.
  - 3. Grounding:
    - a. Bond luminaires, metal accessories, and metal poles to branch circuit equipment grounding conductor.
  - 4. Install separate service conductors, 12 AWG copper, from each luminaire down to handhole for connection to branch circuit conductors.
- G. Install accessories furnished with each luminaire.
- H. Bond products and metal accessories to branch circuit equipment grounding conductor.
- I. Install lamps in each luminaire.

#### **3.04 FIELD QUALITY CONTROL**

- A. Inspect each product for damage and defects.
- B. Operate each luminaire after installation and connection to verify proper operation.
- C. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by DEDC, LLC.
- D. Measure illumination levels at night with calibrated meters to verify compliance with performance requirements. Record test results in written report to be included with submittals.

#### **3.05 ADJUSTING**

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by DEDC, LLC. Secure locking fittings in place.

#### **3.06 CLEANING**

- A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

#### **3.07 CLOSEOUT ACTIVITIES**

- A. Just prior to Substantial Completion, replace all lamps that have failed.

#### **3.08 PROTECTION**

- A. Protect installed luminaires from subsequent construction operations.

#### **3.09 SCHEDULE - SEE DRAWINGS**

**END OF SECTION**



## **SECTION 32 14 00**

### **UNIT PAVING**

#### **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. Brick pavers set in aggregate setting beds.
- B. Related Sections:
  - 1. Division 03 Section 03 30 00 "Cast-In-Place Concrete" for concrete base under unit pavers.

##### **1.3 SUBMITTALS**

- A. Product Data: For materials other than water and aggregates.
- B. Product Data: For the following:
  - 1. Pavers
  - 2. Edge Restraints
- C. Samples for Initial Selection: For the following:
  - 1. Each type of unit paver indicated.
  - 2. Joint materials involving color selection.
  - 3. Exposed edge restraints involving color selection.
- D. Samples for Verification:
  - 1. Full-size units of each type of unit paver indicated. Assemble no fewer than five Samples of each type of unit on suitable backing and grout joints.
  - 2. Joint materials.
  - 3. Edge Restraints.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of unit paver, joint material, and setting material from single source with resources to provide materials and products of consistent quality in appearance and physical properties.
- B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Where masonry is to match existing, erect mockups adjacent and parallel to existing surface.
  - 2. Clean exposed faces of mockups with masonry cleaner as indicated.
  - 3. Protect accepted mockups from the elements with weather-resistant membrane.
  - 4. Approval of mockups is for color, texture, and blending of masonry units; relationship of mortar and sealant colors to masonry unit colors; tooling of joints; and aesthetic qualities of workmanship.
    - a. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect in writing.
  - 5. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store pavers on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store aggregates where grading and other required characteristics can be maintained and contamination avoided.

1.6 PROJECT CONDITIONS

- A. Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.
- B. Weather Limitations for Mortar and Grout:
  - 1. Cold-Weather Requirements: Comply with cold-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602.
  - 2. Hot-Weather Requirements: Comply with hot-weather construction requirements contained in ACI 530.1/ASCE 6/TMS 602. Provide artificial shade and windbreaks and use cooled materials as required. Do not apply mortar to substrates with temperatures of 100 deg F (38 deg C) and higher.

- a. When ambient temperature exceeds 100 deg F (38 deg C), or when wind velocity exceeds 8 mph (13 km/h) and ambient temperature exceeds 90 deg F (32 deg C), set pavers within 1 minute of spreading setting-bed mortar.

## PART 2 - PRODUCTS

### 2.1 BRICK PAVERS

- A. Regional Materials: Provide brick pavers that have been manufactured within 500 miles (800 km) of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles (800 km) of Project site.
- B. Brick Pavers: To match existing. Light-traffic paving brick; ASTM C C-216, Class SX, Type II, Application PS. Provide brick without frogs or cores in surfaces exposed to view in the completed Work.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Basis of Design: Delaware Brick – Mike Walker 302-420-1227
    - b. Approved equal (must be approved during bid period in accordance with Division 01 Section 01 25 00 "Substitution Procedures)
  2. Thickness: 2-1/4 inches (57 mm).
  3. Face Size: 3-5/8 by 7-5/8 inches (92 by 194 mm).
  4. Color: Blend to match existing
- C. Efflorescence: Brick shall be rated "not effloresced" when tested according to ASTM C 67.

### 2.2 CURBS AND EDGE RESTRAINTS

- A. Plastic Edge Restraints: Manufacturer's standard triangular HDPE extrusions 1-7/8 inches high by 2-7/8 inches wide designed to serve as edge restraints for unit pavers; rigid type for straight edges and flexible type for curved edges, with pipe connectors and 3/8-inch diameter by 12-inch-long steel spikes.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. SEK Surebond
    - b. Brickstop Corporation.
    - c. Dimex Corporation.

### 2.3 AGGREGATE SETTING-BED MATERIALS

- A. Graded Aggregate for Subbase: Sound, crushed stone or gravel complying with ASTM D 448 for Size No. 57.

- B. Graded Aggregate for Base: Sound, crushed stone or gravel complying with ASTM D 448 for Size No. 8.
  - C. Sand for Leveling Course: Sound, sharp, washed, natural sand or crushed stone complying with gradation requirements in ASTM C 33 for fine aggregate.
  - D. Stone Screenings for Leveling Course: Sound stone screenings complying with ASTM D 448 for Size No. 10.
  - E. Sand for Joints: Fine, sharp, washed, natural sand or crushed stone with 100 percent passing No. 16 sieve and no more than 10 percent passing No. 200 sieve.
    - 1. Provide sand of color needed to produce required joint color.
  - F. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications; made from polyolefins or polyesters, with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
    - 1. Survivability: Class 2, AASHTO M 288.
    - 2. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
    - 3. Permittivity: 0.02 per second, minimum; ASTM D 4491.
    - 4. UV Stability: 50 percent after 500 hours' exposure, ASTM D 4355.
  - G. Drainage Geotextile: Nonwoven needle-punched geotextile fabric, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
    - 1. Survivability: Class 2, AASHTO M 288.
    - 2. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
    - 3. Permittivity: 0.5 per second, minimum; ASTM D 4491.
    - 4. UV Stability: 50 percent after 500 hours' exposure, ASTM D 4355.
- 2.4 Herbicide: Commercial chemical for weed control, registered with the EPA. Provide in granular, liquid, or wettable powder form.
- ACCESSORIES
- A. Cork Joint Filler: Preformed strips complying with ASTM D 1752, Type II.
  - B. Compressible Foam Filler: Preformed strips complying with ASTM D 1056, Grade 2A1.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine areas indicated to receive paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance.
- B. Where pavers are to be installed over waterproofing, examine waterproofing installation, with waterproofing Installer present, for protection from paving operations, including areas where waterproofing system is turned up or flashed against vertical surfaces.

- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Sweep concrete substrates to remove dirt, dust, debris, and loose particles.
- B. Proof-roll prepared subgrade according to requirements in Division 31 Section "Earth Moving" to identify soft pockets and areas of excess yielding. Proceed with unit paver installation only after deficient subgrades have been corrected and are ready to receive base course for unit pavers.

### 3.3 INSTALLATION, GENERAL

- A. Do not use unit pavers with chips, cracks, voids, discolorations, or other defects that might be visible or cause staining in finished work.
- B. Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.
- C. Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable.
- D. Handle protective-coated brick pavers to prevent coated surfaces from contacting backs or edges of other units. If, despite these precautions, coating does contact bonding surfaces of brick, remove coating from bonding surfaces before setting brick.
- E. Joint Pattern: To match existing.
- F. Tolerances: Do not exceed 1/32-inch (0.8-mm) unit-to-unit offset from flush (lippage) nor 1/8 inch in 10 feet (3 mm in 3 m) from level, or indicated slope, for finished surface of paving.
- G. Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths indicated. Provide compressible foam filler as backing for sealant-filled joints unless otherwise indicated; where unfilled joints are indicated, provide temporary filler until paver installation is complete. Install joint filler before setting pavers. Sealant materials and installation are specified in Division 07 Section "Joint Sealants."
- H. Provide edge restraints as indicated. Install edge restraints before placing unit pavers.
  - 1. Install edge restraints to comply with manufacturer's written instructions. Install stakes at intervals required to hold edge restraints in place during and after unit paver installation.

### 3.4 AGGREGATE SETTING-BED APPLICATIONS

- A. Compact soil subgrade uniformly to at least 98 percent of standard proctor density ASTM D 698 laboratory density.

- B. Proof-roll prepared subgrade to identify soft pockets and areas of excess yielding. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Place separation geotextile over prepared subgrade, overlapping ends and edges at least 12 inches.
- D. Place aggregate subbase and base, compact to 100 percent of ASTM D 1557 maximum laboratory density, and screed to depth indicated.
- E. Place drainage geotextile over compacted base course, overlapping ends and edges at least 12 inches.
- F. Place leveling course and screed to a thickness of 1 to 1-1/2 inches, taking care that moisture content remains constant and density is loose and uniform until pavers are set and compacted.
- G. Treat leveling course with herbicide to inhibit growth of grass and weeds.
- H. Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch, being careful not to disturb leveling base. If pavers have spacer bars, place pavers hand tight against spacer bars. Use string lines to keep straight lines.
  - 1. When installation is performed with mechanical equipment, use only unit pavers with spacer bars on sides of each unit.
- I. Spread dry sand and fill joints immediately after vibrating pavers into leveling course. Vibrate pavers and add sand until joints are completely filled, then remove excess sand. Leave a slight surplus of sand on the surface for joint filling.
- J. Do not allow traffic on installed pavers until sand has been vibrated into joints.
- K. Repeat joint-filling process 30 days later.

### 3.5 REPAIRING, POINTING, AND CLEANING

- A. Remove and replace unit pavers that are loose, chipped, broken, stained, or otherwise damaged or that do not match adjoining units. Provide new units to match adjoining units and install in same manner as original units, with same joint treatment and with no evidence of replacement.
- B. Pointing: During tooling of joints, enlarge voids or holes and completely fill with grout. Point joints at sealant joints to provide a neat, uniform appearance, properly prepared for sealant application.
- C. Cleaning: Remove excess grout from exposed paver surfaces; wash and scrub clean.
  - 1. Remove temporary protective coating as recommended by coating manufacturer and as acceptable to paver and grout manufacturers.

### END OF SECTION

**SECTION 32 39 16****SURFACE MOUNT METAL BOLLARDS****PART 1 - GENERAL****1. SUMMARY****1. Section Includes:**

1. Surface mount metal bollards.

**2. Related Requirements:**

1. Division 03 Section: 03 30 00 Cast In Place Concrete
2. Division 32 Section 32 12 44 Unit Paving

**2. REFERENCE STANDARDS**

1. ASTM A36 – Standard Specification for Carbon Structural Steel.
2. ASTM A312 – Standard Specification for Seamless, Welded, and Heavily Cold Worked Austenitic Stainless Steel Pipes.
3. ASTM A500 – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
4. ASTM A536 – Standard Specification for Ductile Iron Castings.
5. ASTM B26 – Standard Specification for Aluminum-Alloy Sand Castings.

**3. SUBMITTALS**

1. Comply with Section 01 33 00 – Submittal Procedures.
2. Product Data: Provide for each type of bollard, component, finish, and accessory specified.
3. Color Samples: [Submit manufacturer's standard colors for selection.]
4. Setting Drawings: Show embedded items and cutouts required for work specified in other Sections.
5. Maintenance Data: Submit manufacturer's field touch-up, cleaning, and maintenance instructions.
6. Warranty Documentation: Submit sample of manufacturer's warranty.

**4. QUALITY ASSURANCE**

1. Comply with Section 01 40 00 – Quality Requirements

**5. DELIVERY, STORAGE, AND HANDLING**

1. Comply with Section 01 60 00 – Product Requirements.

2. Protect bollards and accessories during delivery, storage, and handling.

## PRODUCTS

### 1. MANUFACTURERS

1. Manufacturer: Basis of Design: **Reliance Foundry Co. Ltd. R-7911 Steel Bollard**
  1. Phone: 604-547-0460 or 1-877-789-3245
  2. Fax: 604-590-8875
  3. Website: <https://www.reliance-foundry.com/bollard>
  4. Email: [info@reliance-foundry.com](mailto:info@reliance-foundry.com)
2. Or approved equal.
3. Substitutions: Comply with provisions of Section 01 25 00 "Substitution Procedures"

### 2. SURFACE MOUNT METAL BOLLARDS

1. Material: Steel: ASTM A36; 25 percent recycled-material content.
  1. Height: 36 in (91.4 cm)
  2. Diameter: 6-1/2 in (16.5 cm)
  3. Weight: 69 lbs (31.3 kg)
  4. Design: Cylindrical with rounded top.
  5. Color Coating:
    1. Type: Polyester powder coat over epoxy primer.
    2. Color: Black textured semi gloss.
  6. Reflective Stripe: White
  7. Installation:
    1. Fixed, new concrete, embedded.

## EXECUTION

### 1. EXAMINATION

1. Examine paving or other substrates for compliance with manufacturer's requirements for placement and location of embedded items, condition of substrate, and other conditions affecting installation of bollards.
2. Proceed with installation only after unsatisfactory conditions have been corrected.

### 2. INSTALLATION

1. General: Comply with manufacturer's installation instructions and setting drawings.
2. Do not install damaged, cracked, chipped, deformed or marred bollards. Field touch-up minor imperfections in accordance with manufacturer's instructions. Replace bollards that cannot be field repaired.

### 3. CLEANING & PROTECTION

1. Protect bollards against damage.



2. Immediately prior to Substantial Completion, clean bollards in accordance with manufacturer's instructions to remove dust, dirt, adhesives, and other foreign materials.
  3. Touch up damaged finishes according to manufacturer's instructions.
4. CLOSEOUT ACTIVITIES
1. Provide executed warranty.

**END OF SECTION**

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