

STATE OF DELAWARE  
DEPARTMENT OF MANAGEMENT AND  
BUDGET  
CONTRACT #MC5511000077

SPECIFICATIONS  
FOR

DOVER DMV  
PAY LANE EXPANSION

AT

303 TRANSPORTATION CIRCLE  
DOVER, DE 19901

PREPARED  
BY

STUDIO JAED ARCHITECTS AND ENGINEERS  
2500 WRANGLE HILL ROAD, BEAR, DE 19701  
STUDIOJAED PROJECT #23117

ISSUED FOR BID  
APRIL 3, 2026

**THIS PAGE INTENTIONALLY LEFT BLANK**

STATE OF DELAWARE  
DEPARTMENT OF MANAGEMENT AND  
BUDGET  
CONTRACT #MC5511000077

SPECIFICATIONS  
FOR

DOVER DMV  
PAY LANE EXPANSION

AT

303 TRANSPORTATION CIRCLE  
DOVER, DE 19901

PREPARED  
BY

STUDIO JAED ARCHITECTS AND ENGINEERS  
2500 WRANGLE HILL ROAD, BEAR, DE 19701  
STUDIOJAED PROJECT #23117

ISSUED FOR BID  
APRIL 3, 2026

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 00 01 07**

**SEALS PAGE**

ARCHITECT/PROJECT MANAGER:

DANIEL S. RIDGELY, AIA  
DE LICENSE NO. S5-0007351  
STUDIO JAED ARCHITECTS & ENGINEERS  
2500 WRANGLE HILL ROAD, SUITE 110  
BEAR, DE 19701  
(302) 832-1652  
RESPONSIBLE FOR DIV. 00 THROUGH DIV. 49  
EXCEPT WHERE INDICATED AS PREPARED BY OTHER  
DESIGN PROFESSIONALS OF RECORD

STRUCTURAL ENGINEER

Steve Huff, P.E.  
DE LICENSE NO.  
Larsen & Landis  
3906 Concord Pike, Suite F  
Wilmington, DE 19803  
302.477.1970 Extension 305  
RESPONSIBLE FOR DIV. 03 THROUGH DIV. 05

ELECTRICAL ENGINEER:

PARAG H. PATEL, P.E.  
DE LICENSE NO. 10552  
ELECTRICAL ENGINEER  
STUDIO JAED ARCHITECTS & ENGINEERS  
2500 WRANGLE HILL ROAD, SUITE 110  
BEAR, DE 19701  
(302) 832-1652  
RESPONSIBLE FOR DIV. 26 AND DIV. 28.

CIVIL ENGINEER

JONATHAN SABATINO, P.E.  
DE LICENSE NO. 22296  
CIVIL ENGINEER  
SITE STUDIOS  
P.O. BOX 682  
NORTHEAST, MD 21901  
RESPONSIBLE FOR DIV. 31 THRU DIV. 33

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 00 01 10**

**TABLE OF CONTENTS**

- A. Specifications for this project are arranged in accordance with the Construction Specification Institute numbering system and format. Section numbering is discontinuous and all numbers not appearing in the Table of Contents are not used for this Project.
- B. DOCUMENTS BOUND HEREWITH

**DIVISION 00 – PROCUREMENT AND CONTRACT REQUIREMENTS**

**INTRODUCTORY INFORMATION**

- 00 01 01 – PROJECT TITLE PAGE
- 00 01 07 – SEALS PAGE
- 00 01 10 – TABLE OF CONTENTS
- 00 01 15 – LIST OF DRAWING SHEETS

**PROCUREMENT REQUIREMENTS**

- 00 11 16 – INVITATION TO BID
- 00 21 13 – INSTRUCTIONS TO BIDDERS
- 00 41 13 – BID FORMS
- 00 43 13 – BID BOND

**CONTRACTING REQUIREMENTS**

- 00 52 13 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR  
(SAMPLE AIA A101-2017)  
(SAMPLE AIA A101-2017 – EXHIBIT A)
- 00 54 13 – SUPPLEMENT TO AGREEMENT BETWEEN OWNER AND CONTRACTOR A101-201
- 00 54 14 – SUPPLEMENT TO A101-2017 – EXHIBIT A – INSURANCE & BONDS
- 00 61 13.13 – PERFORMANCE BOND
- 00 61 13.16 – PAYMENT BOND
- 00 62 76 – APPLICATION AND CERTIFICATE FOR PAYMENT FORMS  
(SAMPLE AIA G702 & G703)
- 00 72 13 – GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION A201-2017

(SAMPLE AIA A201-2017)

00 73 13 – SUPPLEMENTARY GENERAL CONDITIONS A201 – 2017

00 73 46 – WAGE RATE DETERMINATION SCHEDULE

00 81 13 – GENERAL REQUIREMENTS

00 81 14 – DRUG TESTING FORMS

00 81 15 – AFFIDAVIT OF CRAFT TRAINING COMPLIANCE

**DIVISION 01 – GENERAL REQUIREMENTS**

01 10 00 – SUMMARY

01 20 00 – PRICE AND PAYMENT PROCEDURES

01 21 00 – ALLOWANCES

01 21 16 – ALLOWANCE AUTHORIZATION

01 25 00 – SUBSTITUTION PROCEDURES

01 26 00 – CONTRACT MODIFICATION PROCEDURES

01 30 00 – ADMINISTRATIVE REQUIREMENTS

01 32 00 – CONSTRUCTION PROGRESS

01 33 00 – SUBMITTAL PROCEDURES

01 40 00 – QUALITY REQUIREMENTS

01 42 16 – DEFINITIONS

01 50 00 – TEMPORARY FACILITIES AND CONTROLS

01 60 00 – PRODUCT REQUIREMENTS

01 61 16 – VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

01 70 00 – EXECUTION AND CLOSEOUT REQUIREMENTS

01 74 00 – WARRANTIES

01 74 19 – CONSTRUCTION WASTE MANAGEMENT

**DIVISION 02 – EXISTING CONDITIONS**

02 41 00 – DEMOLITION

02 41 19 – SELECTIVE DEMOLITION

**DIVISION 05 – METALS**

05 12 00 - STRUCTURAL STEEL FRAMING

05 31 00 – STEEL DECKING

05 40 00 – COLD-FORMED METAL FRAMING

**DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

06 10 00 – ROUGH CARPENTRY

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

07 01 50 – PREPARATION FOR RE-ROOFING

07 25 00 – WEATHER BARRIERS

07 42 13 – METAL WALL PANELS

07 54 00 – THERMOPLASTIC MEMBRANE ROOFING

07 62 00 – SHEET METAL FLASHING AND TRIM

07 71 00 – ROOF SPECIALTIES

07 90 05 - JOINT SEALERS

**DIVISION 08 -OPENINGS**

08 31 00 – ACCESS DOORS AND PANELS

**DIVISION 09 – FINISHES**

09 90 00 – PAINTING AND COATING

**DIVISION 14 – CONVEYING EQUIPMENT**

14 92 00 – PNEUMATIC TUBE SYSTEM

**DIVISION 26 – ELECTRICAL**

26 05 05 – SELECTIVE DEMOLITION FOR ELECTRICAL

26 05 19 – LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

26 05 26 – GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

26 05 29 – HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

26 05 33.13 – CONDUIT FOR ELECTRICAL SYSTEMS

26 05 33.16 – BOXES FOR ELECTRICAL SYSTEMS

26 05 53 – IDENTIFICATION FOR ELECTRICAL SYSTEMS

26 05 83 – WIRING CONNECTIONS

26 09 23 – LIGHTING CONTROL DEVICES

26 24 13 – SWITCHBOARDS

26 24 16 – PANELBOARDS

26 27 26 – WIRING DEVICES

26 41 13 – LIGHTNING PROTECTION

26 56 00 – EXTERIOR LIGHTING

**DIVISION 27 – COMMUNICATIONS**

27 10 05 – STRUCTURED CABLING FOR VOICE AND DATA

**DIVISION 31 – EARTHWORK**

31 20 00 – EARTH MOVING

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

32 12 16 – ASPHALT PAVING

32 13 13 – CONCRETE PAVING

32 13 73 – CONCRETE PAVING JOINT SEALANTS

32 17 23 – PAVEMENT MARKINGS

**DIVISION 33 – UTILITIES**

33 42 00 – STORMWATER CONVEYANCE

**END OF SECTION**

**SECTION 00 01 15**

**LIST OF DRAWING SHEETS**

G-000	COVER SHEET
G-001	SYMBOLS & ABBREVIATIONS
C-100	TITLE SHEET
C-101	EXISTING CONDITIONS PLAN
C-102	DEMOLITION PLAN
C-103	SITE PLAN
C-104	GRADING PLAN
C-105	SIGNAGE AND STRIPING PLAN
C-106	DETAILS
C-107	DETAILS
S-101	STRUCTURAL NOTES, ABBREVIATIONS, FRAMING PLAN & DETAILS
AD101	DEMOLITION PLANS
A-101	FLOOR PLANS – NEW WORK
A-201	EXTERIOR ELEVATIONS & SECTION
A-501	DETAILS
A-502	DETAILS
E-000	ELECTRICAL COVER SHEET
ED100	ELECTRICAL DEMOLITION PLANS
E-100	ELECTRICAL SITE PLAN
E-101	ELECTRICAL PLAN
E-500	ELECTRICAL DETAILS
E-600	ELECTRICAL SINGLE LINE DIAGRAM & PANEL SCHEDULE

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

## SECTION 00 11 16

### INVITATION TO BID

Sealed bids for **OMB/DFM Contract No. MC5511000077 – Dover DMV Pay Lane Expansion** will be received by the State of Delaware, Office of Management and Budget, Division of Facilities Management, by way of the Bonfire Portal at <https://DFM.bonfirehub.com> until **1:00pm local time on May 28, 2026**. Bidder bears the risk of late submission.

Bids will be opened and read aloud at **2:00pm local time on May 28, 2026** at the Haslet Armory, 122 Martin Luther King Blvd. S., Dover, DE 19901.

Project involves the installation of additional pay lane, including but not limited to concrete curbs, asphalt paving, canopy and associated steel structure, electrical work and pneumatic tube system, and associated demolition and construction.

A **MANDATORY** Pre-Bid Meeting will be held on **Wednesday, May 13, 2026, at 9:00am** at the Public Safety Building at 303 Transportation Circle, Dover, DE 19901 for the purpose of establishing the listing of subcontractors and to answer questions. Representatives of each party to any Joint Venture must attend this meeting. **ATTENDANCE OF THIS MEETING IS A PREREQUISITE FOR BIDDING ON THIS CONTRACT.**

Contract documents may be obtained at Reprographics Center, Inc., 298 Churchmans Road, New Castle, DE 19720, phone (302) 328-5019 upon receipt of \$50.00 per hardcopy set (\$50.00 per electronic set) non-refundable. Checks are to be made payable to "StudioJAED".

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.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**TABLE OF ARTICLES**

1. GENERAL
2. BIDDER'S REPRESENTATION
3. BIDDING DOCUMENTS
4. BIDDING PROCEDURES
5. CONSIDERATION OF BIDS
6. POST-BID INFORMATION
7. PERFORMANCE BOND AND PAYMENT BOND
8. FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

**ARTICLE 1: 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.
- 2.2.4 Bidder has accounted for the possibility of price increases due to the direct and indirect effect of tariffs, other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.
- 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.

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 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.

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

4.1.7 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.

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

4.1.9 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.

4.1.10 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). The bid bond may be an electronic bond and need not be transmitted as a paper document.

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.
- 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, paper 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.
- 4.8.6 Compliance with Federal Bureau of Investigation rules mandates training for Contractors, Subcontractors, their employees, and custodial workers with access to locations that have access to Criminal Justice Information Services (CJIS). The contract awardee must have fingerprinting and background checks done for all Subcontractors and employees.
- 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 days 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).

5.2.6 Bidder must account for the possibility of price increases due to the direct and indirect effect of tariffs or other international events, inflation, and supply chain interruptions. Change Orders will be denied if they are based upon any of these events. Bidder is expected to account for these possibilities and include them in the bid.

### **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.
- G. Any Bidder who is debarred in another State and/or by the United States Government is also debarred in Delaware.

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.

7.2.3 The Performance Bond and/or the Payment Bond may be electronic bonds and need not be transmitted as paper documents.

**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**

**THIS PAGE INTENTIONALLY LEFT BLANK**



**Dover DMV – Pay Lane Expansion  
303 Transportation Circle, Dover, DE 19901  
Contract #: MC5511000077**

**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)

Dover DMV – Pay Lane Expansion  
303 Transportation Circle, Dover, DE 19901  
Contract #: MC5511000077

**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.

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



**Dover DMV – Pay Lane Expansion  
303 Transportation Circle Dover, DE 19901  
Contract #: MC5511000077**

**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 MC5511000077 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.**

**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.**

**Dover DMV – Pay Lane Expansion  
303 Transportation Circle Dover, DE 19901  
Contract #: MC5511000077**

**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.**

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. MC5511000077, to be paid to the **State** for the use and benefit of the Department of Management and  
Budget, Division of Facilities Management 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 Department of Management and Budget 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 Department of  
Management and Budget 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

**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.

**THIS PAGE INTENTIONALLY LEFT BLANK**



# 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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

Init.

/

## TABLE OF ARTICLES

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

### EXHIBIT A INSURANCE AND BONDS

#### ARTICLE 1 THE CONTRACT DOCUMENTS

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

#### ARTICLE 2 THE WORK OF THIS CONTRACT

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

#### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

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

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

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

#### § 3.3 Substantial Completion

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

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

Init.

/

[ X ] 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
N/A	

§ 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
N/A		

§ 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)
None		

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

N/A

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

N/A

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

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

§ 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:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Owner receives the valid 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.)*

Five Percent (5%)

Init.

AIA Document A101® – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:01:23 ET on 10/23/2020 under Order No.7854888297 which expires on 08/14/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail [copyright@aia.org](mailto:copyright@aia.org).

User Notes:

(1883994734)

§ 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.)

N/A

§ 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.)

N/A

§ 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.)

N/A

§ 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:

Per Bid Documents

## § 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.)

One percent (1%) per month not to exceed twelve percent (12%) annum beginning thirty days after the owner receives the valid application for payment.

## 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)*  
Remedies at Law or In Equity

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.)*

N/A

**§ 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.)*

N/A

§ 8.7 Other provisions:

Per Specifications and all applicable Addendums.

**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.)*

N/A

- .5 Drawings

Number	Title	Date
See EXHIBIT B	List of Drawings	

- .6 Specifications

Section	Title	Date	Pages
See EXHIBIT C	Table of Contents		

- .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.)*

Init.

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.)*

Bid Form submitted by Contractor on \_\_\_\_\_

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

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

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

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

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

Init.

# **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)*

### **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.

#### **ADDITIONS AND DELETIONS:**

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

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

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

Init.

**AIA Document A101™ – 2017 Exhibit A.** Copyright © 2017 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 09:43:00 ET on 05/03/2019 under Order No.1716186716 which expires on 08/15/2019, and is not for resale.

User Notes:

(1298886473)

**§ A.2.3 Required Property Insurance**

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

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

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

Causes of Loss	Sub-Limit
----------------	-----------

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

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

Coverage	Sub-Limit
----------	-----------

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

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

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

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

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

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

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

Init.

(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,

Init.

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** 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

Init.

**§ 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**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 00 54 14**

**SUPPLEMENT TO A101-2017 – EXHIBIT A – INSURANCE AND 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 Department of Management and Budget Division of Facilities and Maintenance (“**Owner**”), 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. MC5511000077 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: \_\_\_\_\_

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

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

SURETY

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

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

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

(Corporate Seal)

By: \_\_\_\_\_ (SEAL)  
Name:  
Title:

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 Department of Management and Budget Division of Facilities Management (“**Owner**”), 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. MC5511000077 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:

Dover DMV  
April 3, 2026

Pay Lane Expansion  
OMB/DFM CONTRACT #MC5511000077

### **APPLICATION AND CERTIFICATE FOR PAYMENT FORMS**

The Application and Certificate for Payment are as stated in the American Institute of Architects Document AIA G702 & AIA G703 (1992 version) entitled Application and Certificate for Payment and is part of this project manual as if herein written in full. A draft sample has been included for reference.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## Application and Certificate for Payment

**TO OWNER:** PROJECT: sample  
**FROM CONTRACTOR:** VIA ARCHITECT:

**APPLICATION NO:** 001  
**PERIOD TO:** \_\_\_\_\_  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** \_\_\_\_\_  
**PROJECT NOS:** / /  
**Distribution to:**  
 OWNER:  ARCHITECT:   
 CONTRACTOR:  FIELD:   
 OTHER:

### 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

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:** \_\_\_\_\_  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 State of: \_\_\_\_\_  
 County of: \_\_\_\_\_  
 Subscribed and sworn to before  
 me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

### 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.)*

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:** \_\_\_\_\_  
 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		E WORK COMPLETED THIS PERIOD	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)
			FROM PREVIOUS APPLICATION (D + E)						
		\$ 0.00	\$ 0.00		\$ 0.00	\$ 0.00	0.00 %	\$ 0.00	\$ 0.00
	<b>GRAND TOTAL</b>								

Dover DMV  
April 3, 2026

Pay Lane Expansion  
OMB/DFM CONTRACT #MC5511000077

**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.

**THIS PAGE INTENTIONALLY LEFT BLANK**



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

## General Conditions of the Contract for Construction

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

Sample

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

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

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

### ADDITIONS AND DELETIONS:

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

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

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

Init.

## INDEX

(Topics and numbers in bold are Section headings.)

### Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3

### Access to Work

**3.16**, 6.2.1, 12.1

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5,

10.2.8, 13.3.2, 14.1, 15.1.2, 15.2

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, 15.1.5

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

### Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

### Allowances

**3.8**

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9,

3.12.10.1, 4.2.7, 9.3.2, 13.4.1

### Arbitration

8.3.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

### 4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2,  
9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1,  
13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3,  
4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2,  
9.5.4, 9.6.4, 15.1.4, 15.2

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, 12.2.1

Architect's Copyright

1.1.7, 1.5

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3,  
7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.4.2, 15.2

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16,  
3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5,  
9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, 10.3.3

Award of Separate Contracts

6.1.1, 6.1.2

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

**5.2**

### Basic Definitions

**1.1**

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5,  
15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

### Building Information Models Use and Reliance

**1.8**

Building Permit

3.7.1

### Capitalization

**1.3**

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Init.

/

## **Certificates for Payment**

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4

Certificates of Inspection, Testing or Approval  
13.4.4

Certificates of Insurance  
9.10.2

## **Change Orders**

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

**Change Orders**, Definition of  
**7.2.1**

## **CHANGES IN THE WORK**

2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

**Claims**, Definition of

### **15.1.1**

Claims, Notice of  
1.6.2, 15.1.3

## **CLAIMS AND DISPUTES**

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4  
Claims and Timely Assertion of Claims  
15.4.1

### **Claims for Additional Cost**

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

### **Claims for Additional Time**

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

### **Concealed or Unknown Conditions, Claims for** **3.7.4**

Claims for Damages  
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration  
15.4.1

## **Cleaning Up**

**3.15**, 6.3

Commencement of the Work, Conditions Relating to  
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

**Commencement of the Work**, Definition of  
**8.1.2**

## **Communications**

3.9.1, **4.2.4**

Completion, Conditions Relating to  
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

## **COMPLETION, PAYMENTS AND** **9**

Completion, Substantial  
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2  
Compliance with Laws  
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions  
3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract  
1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

## **Consolidation or Joinder**

### **15.4.4**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

1.1.4, **6**

**Construction Change Directive**, Definition of  
**7.3.1**

### **Construction Change Directives**

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's  
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

**Contingent Assignment of Subcontracts**  
**5.4**, 14.2.2.2

**Continuing Contract Performance**  
**15.1.4**

**Contract**, Definition of  
**1.1.2**

## **CONTRACT, TERMINATION OR SUSPENSION OF THE**

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration  
3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to  
3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of  
1.5.2, 2.3.6, 5.3

**Contract Documents**, Definition of  
**1.1.1**

### **Contract Sum**

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

**Contract Sum**, Definition of

### **9.1**

Contract Time  
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

**Contract Time**, Definition of  
8.1.1

## **CONTRACTOR**

### **3**

Contractor, Definition of

**3.1**, **6.1.2**

**Contractor's Construction and Submittal Schedules**  
**3.10**, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees  
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3, 11.3, 14.1, 14.2.1.1

## **Contractor's Liability Insurance**

### **11.1**

Contractor's Relationship with Separate Contractors  
and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7,  
9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2,  
3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2,  
7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3,  
11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations

3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the  
Work

3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents

3.2

Contractor's Right to Stop the Work

2.2.2, 9.7

Contractor's Right to Terminate the Contract

14.1

Contractor's Submittals

3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2,  
9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent

3.9, 10.2.6

Contractor's Supervision and Construction

Procedures

1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,  
7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation

1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications

1.5, 2.3.6, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3,  
15.1.3.1, 15.1.3.2, 15.2.1

**Correlation and Intent of the Contract Documents**

**1.2**

**Cost**, Definition of

**7.3.4**

Costs

2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3,  
7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2,  
12.1.2, 12.2.1, 12.2.4, 13.4, 14

**Cutting and Patching**

**3.14**, 6.2.5

Damage to Construction of Owner or Separate  
Contractors

3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2,  
11.3, 14.2.4, 15.1.7

Damages for Delay

6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

**Date of Commencement of the Work**, Definition of

**8.1.2**

**Date of Substantial Completion**, Definition of

**8.1.3**

**Day**, Definition of

**8.1.4**

Decisions of the Architect

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4,  
7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2,  
14.2.2, 14.2.4, 15.1, 15.2

**Decisions to Withhold Certification**

9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance,  
Rejection and Correction of

2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3,  
9.10.4, 12.2.1

Definitions

1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1,  
6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

**Delays and Extensions of Time**

**3.2**, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**,  
10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

**Digital Data Use and Transmission**

**1.7**

Disputes

6.3, 7.3.9, 15.1, 15.2

**Documents and Samples at the Site**

**3.11**

**Drawings**, Definition of

**1.1.5**

Drawings and Specifications, Use and Ownership of

3.11

Effective Date of Insurance

8.2.2

**Emergencies**

**10.4**, 14.1.1.2, **15.1.5**

Employees, Contractor's

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2,  
10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3,  
9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work

1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1,  
3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1,  
9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time  
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2,  
10.4, 14.3, 15.1.6, **15.2.5**

**Failure of Payment**  
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work  
(See Defective or Nonconforming Work)

**Final Completion and Final Payment**  
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4

**GENERAL PROVISIONS**

**1**

**Governing Law**

**13.1**  
Guarantees (See Warranty)

**Hazardous Materials and Substances**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1

**Indemnification**  
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3

**Information and Services Required of the Owner**  
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,  
14.1.1.4, 14.1.4, 15.1.4

**Initial Decision**

**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

**Injury or Damage to Person or Property**  
**10.2.8**, 10.4  
Inspections  
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,  
9.9.2, 9.10.1, 12.2.1, 13.4  
Instructions to Bidders  
1.1.1  
Instructions to the Contractor  
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

**Instruments of Service, Definition of**

**1.1.7**  
Insurance  
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**  
Insurance, Notice of Cancellation or Expiration  
11.1.4, 11.2.3

**Insurance, Contractor's Liability**

**11.1**  
Insurance, Effective Date of  
8.2.2, 14.4.2

**Insurance, Owner's Liability**

**11.2**  
**Insurance, Property**  
**10.2.5**, 11.2, 11.4, 11.5

Insurance, Stored Materials  
9.3.2

**INSURANCE AND BONDS**

**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Insured loss, Adjustment and Settlement of  
11.5  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13

**Interest**

**13.5**  
**Interpretation**  
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12  
Judgment on Final Award  
15.4.2

**Labor and Materials, Equipment**  
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,  
10.2.4, 14.2.1.1, 14.2.1.2  
Labor Disputes  
8.3.1  
Laws and Regulations  
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,  
9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,  
15.4  
Liens  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 15.1.2, 15.4.1.1  
Limitations of Liability  
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,  
4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,  
11.3, 12.2.5, 13.3.1  
Limitations of Time  
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,  
5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,  
9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,  
15.1.2, 15.1.3, 15.1.5

**Materials, Hazardous**

**10.2.4, 10.3**  
Materials, Labor, Equipment and  
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,  
5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,  
10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2  
Means, Methods, Techniques, Sequences and  
Procedures of Construction  
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2  
Mechanic's Lien  
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

**Mediation**  
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1,  
15.4.1.1

**Minor Changes in the Work**  
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

## MISCELLANEOUS PROVISIONS

### 13

#### Modifications, Definition of

##### 1.1.1

#### Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2

#### Mutual Responsibility

### 6.2

#### Nonconforming Work, Acceptance of

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2

#### Notice

**1.6**, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2, 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1

#### Notice of Cancellation or Expiration of Insurance

11.1.4, 11.2.3

#### Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1

#### Notice of Testing and Inspections

13.4.1, 13.4.2

#### Observations, Contractor's

3.2, 3.7.4

#### Occupancy

2.3.1, 9.6.6, 9.8

#### Orders, Written

1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1

## OWNER

### 2

#### Owner, Definition of

##### 2.1.1

#### Owner, Evidence of Financial Arrangements

**2.2**, 13.2.2, 14.1.1.4

#### Owner, Information and Services Required of the

2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4

#### Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

#### Owner's Insurance

### 11.2

#### Owner's Relationship with Subcontractors

1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

#### Owner's Right to Carry Out the Work

**2.5**, 14.2.2

#### Owner's Right to Clean Up

### 6.3

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

### 6.1

#### Owner's Right to Stop the Work

### 2.4

#### Owner's Right to Suspend the Work

14.3

#### Owner's Right to Terminate the Contract

14.2, 14.4

#### Ownership and Use of Drawings, Specifications and Other Instruments of Service

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

#### Partial Occupancy or Use

9.6.6, **9.9**

#### Patching, Cutting and

**3.14**, 6.2.5

#### Patents

3.17

#### Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3

#### Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4

#### Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

#### Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

#### Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

## PAYMENTS AND COMPLETION

### 9

#### Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

#### PCB

10.3.1

#### Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

#### Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

## PERSONS AND PROPERTY, PROTECTION OF

### 10

#### Polychlorinated Biphenyl

10.3.1

#### Product Data, Definition of

### 3.12.2

#### Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

#### Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

#### Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Init.

/

**Project, Definition of**  
**1.1.4**  
Project Representatives  
4.2.10  
**Property Insurance**  
10.2.5, **11.2**  
**Proposal Requirements**  
1.1.1  
**PROTECTION OF PERSONS AND PROPERTY**  
**10**  
Regulations and Laws  
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,  
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4  
Rejection of Work  
4.2.6, 12.2.1  
Releases and Waivers of Liens  
9.3.1, 9.10.2  
Representations  
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1  
Representatives  
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1  
Responsibility for Those Performing the Work  
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10  
Retainage  
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3  
**Review of Contract Documents and Field**  
**Conditions by Contractor**  
**3.2**, 3.12.7, 6.1.3  
Review of Contractor's Submittals by Owner and  
Architect  
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2  
Review of Shop Drawings, Product Data and Samples  
by Contractor  
3.12  
**Rights and Remedies**  
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,  
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,  
12.2.4, **13.3**, 14, 15.4  
**Royalties, Patents and Copyrights**  
**3.17**  
Rules and Notices for Arbitration  
15.4.1  
**Safety of Persons and Property**  
**10.2**, 10.4  
**Safety Precautions and Programs**  
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4  
**Samples, Definition of**  
**3.12.3**  
**Samples, Shop Drawings, Product Data and**  
3.11, **3.12**, 4.2.7  
**Samples at the Site, Documents and**  
**3.11**  
**Schedule of Values**  
**9.2**, 9.3.1  
Schedules, Construction  
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Separate Contracts and Contractors  
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2  
**Separate Contractors, Definition of**  
**6.1.1**  
**Shop Drawings, Definition of**  
**3.12.1**  
**Shop Drawings, Product Data and Samples**  
3.11, **3.12**, 4.2.7  
**Site, Use of**  
**3.13**, 6.1.1, 6.2.1  
Site Inspections  
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4  
Site Visits, Architect's  
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4  
Special Inspections and Testing  
4.2.6, 12.2.1, 13.4  
**Specifications, Definition of**  
**1.1.6**  
**Specifications**  
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14  
Statute of Limitations  
15.1.2, 15.4.1.1  
Stopping the Work  
2.2.2, 2.4, 9.7, 10.3, 14.1  
Stored Materials  
6.2.1, 9.3.2, 10.2.1.2, 10.2.4  
**Subcontractor, Definition of**  
**5.1.1**  
**SUBCONTRACTORS**  
**5**  
Subcontractors, Work by  
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,  
9.6.7  
**Subcontractual Relations**  
**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1  
Submittals  
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,  
9.9.1, 9.10.2, 9.10.3  
Submittal Schedule  
3.10.2, 3.12.5, 4.2.7  
**Subrogation, Waivers of**  
6.1.1, **11.3**  
**Substances, Hazardous**  
**10.3**  
**Substantial Completion**  
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2,  
15.1.2  
**Substantial Completion, Definition of**  
**9.8.1**  
Substitution of Subcontractors  
5.2.3, 5.2.4  
Substitution of Architect  
2.3.3  
Substitutions of Materials  
3.4.2, 3.5, 7.3.8  
**Sub-subcontractor, Definition of**  
**5.1.2**

Subsurface Conditions

3.7.4

**Successors and Assigns**

**13.2**

**Superintendent**

3.9, 10.2.6

**Supervision and Construction Procedures**

1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4

Suppliers

1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1

Surety

5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7

Surety, Consent of

9.8.5, 9.10.2, 9.10.3

Surveys

1.1.7, 2.3.4

**Suspension by the Owner for Convenience**

**14.3**

Suspension of the Work

3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract

5.4.1.1, 14

**Taxes**

3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor**

**14.1**, 15.1.7

**Termination by the Owner for Cause**

5.4.1.1, **14.2**, 15.1.7

**Termination by the Owner for Convenience**

**14.4**

Termination of the Architect

2.3.3

Termination of the Contractor Employment

14.2.2

**TERMINATION OR SUSPENSION OF THE CONTRACT**

**14**

**Tests and Inspections**

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

**TIME**

**8**

**Time, Delays and Extensions of**

3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4

**Time Limits on Claims**

3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work

9.3.2, 9.3.3

**UNCOVERING AND CORRECTION OF WORK**

**12**

**Uncovering of Work**

**12.1**

Unforeseen Conditions, Concealed or Unknown

3.7.4, 8.3.1, 10.3

Unit Prices

7.3.3.2, 9.1.2

Use of Documents

1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

**Use of Site**

**3.13**, 6.1.1, 6.2.1

**Values, Schedule of**

**9.2**, 9.3.1

Waiver of Claims by the Architect

13.3.2

Waiver of Claims by the Contractor

9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages

14.2.4, 15.1.7

Waiver of Liens

9.3, 9.10.2, 9.10.4

**Waivers of Subrogation**

6.1.1, **11.3**

**Warranty**

**3.5**, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2

Weather Delays

8.3, 15.1.6.2

**Work, Definition of**

**1.1.3**

Written Consent

1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2

Written Interpretations

4.2.11, 4.2.12

Written Orders

1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

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

#### § 1.1.2 The Contract

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

#### § 1.1.3 The Work

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

#### § 1.1.4 The Project

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

#### § 1.1.5 The Drawings

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

#### § 1.1.6 The Specifications

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

#### § 1.1.7 Instruments of Service

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

#### § 1.1.8 Initial Decision Maker

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

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

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

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

The parties shall agree upon 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

Init.

/

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;

Init.

- .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

Init.

/

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

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

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

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

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

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

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

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

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

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

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

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

#### **§ 10.4 Emergencies**

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

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

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

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

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

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

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or

expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

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

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

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

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

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

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

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

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

##### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

### **§ 12.3 Acceptance of Nonconforming Work**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

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

### **§ 13.2 Successors and Assigns**

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

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

### **§ 13.3 Rights and Remedies**

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

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

## § 13.4 Tests and Inspections

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

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

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

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

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

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

## § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

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

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

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

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

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

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

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

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

- .1 cease operations as directed by the Owner in the notice;

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

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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

#### **§ 15.1.2 Time Limits on Claims**

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

#### **§ 15.1.3 Notice of Claims**

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

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

#### **§ 15.1.4 Continuing Contract Performance**

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

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

#### **§ 15.1.5 Claims for Additional Cost**

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

#### **§ 15.1.6 Claims for Additional Time**

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

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

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

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

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

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

### **§ 15.2 Initial Decision**

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

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

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

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

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

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

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

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

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

### § 15.3 Mediation

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

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

§ 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.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## 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.

#### TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT
15. CLAIMS AND DISPUTES

## 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 Section 14.2.2.”

### 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

13.4 Strike the last sentence.  
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**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 00 73 46**

**WAGE RATE DETERMINATION SCHEDULE**

The Delaware Department of Labor Division of Industrial Affairs has established the category and associated prevailing wage rate for this project. The project approved prevailing wage rate determination schedule follows.

**THIS PAGE INTENTIONALLY LEFT BLANK**

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 13, 2026

CLASSIFICATION	NEW CASTLE	KENT	SUSSEX
ASBESTOS WORKERS	30.70	37.78	55.01
BOILERMAKERS	91.87	46.61	68.52
BRICKLAYERS	68.29	68.29	68.29
CARPENTERS	64.06	64.06	52.30
CEMENT FINISHERS	96.91	68.92	53.44
ELECTRICAL LINE WORKERS	61.02	52.34	39.90
ELECTRICIANS	86.87	86.87	86.87
ELEVATOR CONSTRUCTORS	121.73	86.57	109.37
GLAZIERS	88.42	88.42	76.04
INSULATORS	71.54	71.54	71.54
IRON WORKERS	79.33	79.33	79.33
LABORERS	59.65	59.65	59.65
MILLWRIGHTS	91.00	91.00	73.10
PAINTERS	61.53	61.53	61.53
PILEDRIVERS	93.37	52.83	42.72
PLASTERERS	40.06	40.06	29.69
PLUMBERS/PIPEFITTERS/STEAMFITTERS	82.05	85.29	78.26
POWER EQUIPMENT OPERATORS	85.29	85.29	85.29
ROOFERS-COMPOSITION	36.41	31.28	33.64
ROOFERS-SHINGLE/SLATE/TILE	24.68	29.36	23.08
SHEET METAL WORKERS	87.84	87.84	87.84
SOFT FLOOR LAYERS	63.69	63.69	50.43
SPRINKLER FITTERS	77.63	77.63	77.63
TERRAZZO/MARBLE/TILE FNRS	73.75	73.75	84.10
TERRAZZO/MARBLE/TILE STRS	81.93	81.93	93.27
TRUCK DRIVERS	58.41	36.83	28.66

CERTIFIED: 4/16/2026

BY: [Signature] / For Fran 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 ASSISTANCE IN CLASSIFYING WORKERS, OR FOR A COPY OF THE REGULATION CLASSIFICATIONS, PHONE (302) 318-2769.

NON-REGISTERED APPRENTICES MUST BE PAID THE MECHANIC'S RATE.

PROJECT: MC5511000077 Dover DMV Pay Lane Expansion, Kent County



**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 00 81 13**  
**GENERAL REQUIREMENTS**

**TABLE OF ARTICLES**

1. GENERAL
2. OWNER
3. CONTRACTOR
4. ADMINISTRATION OF THE CONTRACT
5. SUBCONTRACTORS
6. CONSTRUCTION BY OWNER OR SEPARATE CONTRACTORS
7. CHANGES IN THE WORK
8. TIME
9. PAYMENTS AND COMPLETION
10. PROTECTION OF PERSONS AND PROPERTY
11. INSURANCE AND BONDS
12. UNCOVERING AND CORRECTION OF WORK
13. MISCELLANEOUS PROVISIONS
14. TERMINATION OR SUSPENSION OF THE CONTRACT

**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 previously unknown hazardous material such as 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 to the closeout documents to be submitted at the end of the project.
- 10.2.1 Any activities with the potential to disturb lead-based materials should be performed by the Contractor in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.
- 10.2.1.1 The Contractor shall notify the Owner in the event they encounter previously unknown material that they suspect may contain "lead". The Owner will arrange with a qualified specialist for identification and testing and advise the Contractor of the results. In the case that testing identifies potential lead based materials, the contractor shall continue performance of the work that has the potential to disturb associated in accordance with OSHA regulations pertaining to Lead in Construction, 29 CFR 1926.62, Lead.
- 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**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**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.**

**Dover DMV – PAY LANE EXPANSION  
303 TRANSPORTATION CIRCLE, DOVER, DE 19901  
CONTRACT #: MC5511000077**

**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



**SECTION 01 10 00  
SUMMARY**

**PART 1 GENERAL**

**1.01 PROJECT**

- A. Project Name: DMV Public Safety Building Pay Lane Expansion.
- B. Owner's Name: Owner; Office of Management and Budget (OMB).
- C. Architect / Engineer's Name: StudioJAED
- D. The Project consists of:
  - 1. Selective demolition.
  - 2. Building renovations, including reconfigured offices and exterior canopy extension.
  - 3. New asphalt and concrete paving.
  - 4. Associated work.

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Division 00.

**1.03 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 41 00.
- B. Scope of renovation work is shown on drawings and included in specifications.
- C. Architecture: Renovate select areas of existing space, keeping existing facilities in operation.
- D. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- E. Telephone, Data, Access Control, Video Surveillance: Provide pathways for the work of these contracts as indicated on the drawings and specifications, including, but not limited to, raceways, conduits, boxes and pull strings.

**1.04 PERMITTING**

- A. Contractor is responsible for all permitting, licenses and fees.
- B. Architect will provide pdf files of sealed drawings and specification for use in permit submissions. Contractor shall print hard copies of drawings and specifications where required by the Authorities Having Jurisdiction.

**1.05 OWNER OCCUPANCY**

- A. Owner intends to continue to occupy portions of the existing building during the entire construction period.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner's occupancy.

**1.06 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to the building premises and designated portions of the site.
- B. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
  - 3. Adhere to owner's guidelines regarding entrance and egress to the site as identified during the pre-bid meeting.
- C. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.

2. Coordinate any interruption and/or shutdown of utilities with the owner at least 7 days in advance of the anticipated interruption and/or shutdown. Limit any interruptions/shutdowns to the absolute minimum amount of time.
3. The owner reserves the right to reschedule construction shutdowns with minimal warning to the contractor as required to respond to emergencies.

#### **1.07 GENERAL STANDARDS**

##### **A. General Work Requirements:**

1. Notify the owner in the event any existing hazardous materials, such as asbestos, pcb's, lead, etc., are 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 regulations, laws and ordinances.
2. Prior to submitting bid, the contractor shall visit the site and be thoroughly familiar with the existing conditions and proposed construction. Contractor shall include in their bid all material, labor, and all incidentals for a complete installation whether specifically indicated or not. All errors, discrepancies and missed items shall be brought to the attention of the engineer during the bidding process by the contractor. These items shall be included in the bid price. No extra cost will be allowed for any discrepancy which could have been noticed at the site visit by the contractor.
3. Perform work as required by applicable codes, regulations, and laws of local, state, and federal governments and other authorities with lawful jurisdiction.
4. The Contract Documents indicate design intent. The Contractor shall provide all labor, materials, tools, equipment, coordination, delegated design, and all incidentals necessary to complete the work of the project as indicated on the Contract Documents to the satisfaction of the Owner.
5. The contractor shall be responsible for all additional costs incurred as a result of substitutions or deviations from the basis of design shown on these drawings.
6. Give notices, file plans, obtain permits, and licenses, pay fees and back charges, and obtain necessary approvals from authorities that have jurisdiction.
7. Maintain record drawings on site. Record set must be complete and current and available for inspection when requisitions for payment are submitted.
8. Guarantee work in writing per specifications, repair or replace defective materials or installation at no cost to owner during the guarantee period. Correct damage caused in making necessary repairs and replacements under guarantee at no cost to owner. Submit guarantee to owner before final payment.
9. Coordinate all installation of new components and system with existing field conditions.
10. The locations on these plans are approximate and require coordination with all other trades and verification of existing conditions. The contractor is responsible for field verification of all existing associated conditions. Contractor is responsible for obtaining all other trade's drawings and specifications and coordinating with all other trades during bidding and construction.
11. Damage to existing facilities and equipment shall be repaired or replaced immediately by the contractor at no additional expense to the owner.
12. Repair and patch any disturbed areas to match adjacent construction.
13. Contractor shall be responsible for maintaining continuity of all power, control, fire alarm, security systems, and communications functions to all areas affected by demolition and/or new construction.
14. Disconnect and make safe any equipment to be removed by others. Coordinate removal of equipment with other trades prior to demolition.
15. Prior to the start of demolition, Contractor shall field verify all branch circuits and maintain those circuits that extend outside the scope of work.
16. After renovating existing electrical work, the contractor shall ensure that all remaining and new equipment will operate properly, including but not limited to backfeeding of existing power and lighting circuits. Refer to single line diagram.
17. All electrical work indicated to remain shall be suitably protected to prevent any damage.

18. Where electrical systems pass through renovated areas to serve other portions of the premises, systems shall be suitably protected to prevent damage or relocated and the systems restored to normal operation. Any outages in systems shall be coordinated with owner. Restore power to existing to remain equipment if interrupted by demolished circuits in the area.
19. Provide temporary power and lighting for all trades as required to complete the project. All temporary and interim equipment shall be installed in accordance with all applicable codes and standards including, but not limited to NFPA 110 and NFPA 70.
20. Refer to specifications for additional information that is not shown on the drawings.

**1.08 WORK SEQUENCE**

- A. Coordinate construction schedule and operations with Owner.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 01 20 00  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Change procedures.

**1.02 SCHEDULE OF VALUES**

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Forms filled out by hand will not be accepted.

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- F. Submit one electronic copie of each Application for Payment.
- G. Include the following with the application:
  - 1. Construction progress schedule, revised and current as specified in Section 01 32 00.
  - 2. Current construction potographs as specified in Section 01 32 00.
  - 3. Partial release of liens from major subcontractors and vendors.

**1.04 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Price or Contract Time, see Section 01 31 00.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 01 21 00  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Contingency allowance.
- B. Payment and modification procedures relating to allowances.

**1.02 RELATED REQUIREMENTS**

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

**1.03 CONTINGENCY ALLOWANCE**

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from Allowances.
- B. Funds will be authorized to be used from the Allowances by Allowance Authorization Form.
- C. At closeout of Contract, funds remaining in Allowances will be credited to Owner by Change Order.

**1.04 ALLOWANCES SCHEDULE**

- A. Allowance #1 - Owner's Contingency: Include the stipulated sum of \$20,000 (Twenty Thousand Dollars) for use upon Owner's instructions.
- B. Allowance #2 - Roofing Allowance: Include the stipulated sum/price of \$25,000.00 (Twenty-Five Thousand Dollars) for all roofing and edge metal work to be completed by Alpha Omega Contractors. Alpha Omega completed the existing roof in 2025 and the roof is under 2-year warranty.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 01 21 16**  
**ALLOWANCE AUTHORIZATION**

**Project:** Dover DMV Pay Lane Expansion  
Dover, DE 19901

**Architect:** StudioJAED Architects & Engineers

**Project No.** MC5511000077

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 01 25 00  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 21 13 - Instructions to Bidder; for substitution requirements.
- B. Requests for substitution must be made within the designated Q&A period. Requests for substitution made after the Q&A may be considered by the Owner/Architect at their discretion and only under extra-ordinary conditions that could not be determined during the bidding period.
- C. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.03 SUMMARY**

- A. This Section includes administrative and procedural requirements for handling requests for substitutions.
- B. Related Sections: The following Divisions contain requirements that relate to this Section:
  - 1. Division 01 specifies that applicability of industry standards to products specified.
  - 2. Division 01 specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
  - 3. Division 01 specifies requirements governing the Contractor's selection of products and product options.

**1.04 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. The following are not considered to be requests for substitutions:
  - 1. Revisions to the Contract Documents requested by the Owner or Architect.
  - 2. Specified options of products and construction methods included in the Contract Documents.
  - 3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

**1.05 SUBMITTALS**

- A. Substitution Request Submittal: Substitution requests will only be considered during the bidding period. Substitutions will not be considered after the bids are accepted.
  - 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 and utilizing the CSI Substitution Request Form 13.1A. 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.
- B. Section 00 21 13 - Instructions to Bidders: Restrictions on timing of substitution requests.

## **PART 2 PRODUCTS**

### **2.01 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 APPLICABLE)**

#### **3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
      - 2) Owner's, Architect's, and Contractor's names.
    - b. Substitution Request Information:
      - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
      - 2) Indication of whether the substitution is for cause or convenience.
      - 3) Issue date.
      - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
      - 5) Description of Substitution.
      - 6) Reason why the specified item cannot be provided.
      - 7) Differences between proposed substitution and specified item.
      - 8) Description of how proposed substitution affects other parts of work.
    - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
      - 1) Physical characteristics.
      - 2) In-service performance.
      - 3) Expected durability.
      - 4) Visual effect.
      - 5) Sustainable design features.
      - 6) Warranties.
      - 7) Other salient features and requirements.
      - 8) Include, as appropriate or requested, the following types of documentation for proposed substitution and for specified product in order to expedite review:
        - (a) Product Data:
        - (b) Samples.
        - (c) Certificates, test, reports or similar qualification data.
        - (d) Drawings, when required to show impact on adjacent construction elements.
    - d. Impact of Substitution:
      - 1) Savings to Owner for accepting substitution.
      - 2) Change to Contract Time due to accepting substitution.

- D. Limit each request to a single proposed substitution item.
  - 1. Submit an electronic document, combining the request form with supporting data into single document.

**3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT**

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

**3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. Under extra-ordinary conditions, submit request for Substitution for Cause immediately upon discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- B. Substitutions will not be considered under one or more of the following circumstances:
  - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
  - 2. Without a separate written request.
  - 3. When acceptance will require revisions to Contract Documents.

**3.04 RESOLUTION**

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

**3.05 ACCEPTANCE**

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

**3.06 CLOSEOUT ACTIVITIES**

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record.

**END OF SECTION**

**SECTION 01 26 00  
CONTRACT MODIFICATION PROCEDURES**

**PART I - GENERAL**

**1.01 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.

**1.02 SUMMARY**

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections include the following:
  - 1. Division 01 Section "Allowances" for procedural requirements for handling and processing allowances.

**1.03 MINOR CHANGES IN THE WORK**

- A. The 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".

**1.04 PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: The 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 the 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 after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change. Refer to procedures outlined in the Supplementary Conditions of the Contract.
    - 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 Contractors 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 the Architect. Refer to procedures outlined in the Supplementary Conditions of the Contract.
  - 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 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

#### **1.05 ALLOWANCES**

- A. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 14 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
  1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  2. No change to Contractor's indirect expense is permitted for selection of high or lower priced materials or systems of the same scope and nature as originally indicated.

#### **1.06 CHANGE ORDER PROCEDURES**

- A. On Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

#### **1.07 CONSTRUCTION CHANGE DIRECTIVE**

- A. Work Change Directive: The Architect may issue a Work Change Directive on AIA Document G714. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Work 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 Work 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**

**SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Preconstruction meeting.
- B. Site mobilization meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Submittal procedures.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Owner will schedule a meeting after Notice of Award.
- B. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 6. Scheduling.
- D. Architect will record minutes and distribute copies within seven days after meeting to participants, and those affected by decisions made.

**3.02 SITE MOBILIZATION MEETING**

- A. Owner will schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Architect.
  - 4. Contractor's superintendent.
  - 5. Contractor's Project Manager.
  - 6. Major subcontractors.
- C. Agenda:
  - 1. Use of premises by Owner and Contractor.
  - 2. Owner's requirements.
  - 3. Construction facilities and controls provided by Contractor and Owner.
  - 4. Security and housekeeping procedures.
  - 5. Schedules.
  - 6. Application for payment procedures.
  - 7. Procedures for maintaining record documents.
  - 8. Requirements for start-up of equipment.

- D. Architect will record minutes and distribute copies within seven days after meeting to participants, and those affected by decisions made.

### **3.03 PROGRESS MEETINGS**

- A. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, and Architect, as appropriate to agenda topics for each meeting.
- B. Agenda:
  - 1. Review minutes of previous meetings.
  - 2. Review of work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems that impede, or will impede, planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Maintenance of progress schedule.
  - 7. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.
  - 9. Maintenance of quality and work standards.
  - 10. Effect of proposed changes on progress schedule and coordination.
  - 11. Other business relating to work.
- C. Architect will record minutes and distribute copies within seven days after meeting to participants, and those affected by decisions made.

### **3.04 CONSTRUCTION PROGRESS SCHEDULE**

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
  - 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

### **3.05 PROGRESS PHOTOGRAPHS**

- A. See section 013 2 00 - Construction Progress.

### **3.06 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
  - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

### **3.07 SUBMITTAL PROCEDURES**

- A. General Requirements:
- B. Transmit each submittal with approved form.

- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 01 32 00  
CONSTRUCTION PROGRESS**

**PART 1 - GENERAL**

**1.01 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.

**1.02 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. Preconstruction Photographs
  8. Construction photographs.
- B. Related Sections include the following:
1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
  2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
  3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  4. Division 01 Section "Closeout Procedures" for submitting construction photographs as Project Record Documents at Project closeout.

**1.03 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 is an activity that must be completed before a given activity can be started.
- B. 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.
- C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.
  3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.
- F. Major Area: A story of construction, a separate building, or a similar significant construction element.
- G. Milestone: A key or critical point in time for reference or measurement.

- H. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.
- I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

#### 1.04 SUBMITTALS

- A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tubular 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.
- C. Contractor's Construction Schedule: Submit three printed copies of initial schedule, one a reproducible print and one a blue- or black-line print, large enough to show entire schedule for entire construction period.
- D. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.
  - 1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
  - 2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
  - 3. Total Float Report: List of all activities sorted in ascending order of total float.
- E. Photographic Documentation:
  - 1. Preconstruction Photographs: Before commencement of demolition, take color, digital photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Architect.
  - 2. Periodic Construction Photographs: Take 12, color, digital photographs monthly with timing each month adjust to coincide with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
    - a. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.
    - b. Format: 4-by-6-inch (101-by-152-mm) smooth-surface matte prints on single weight commercial grade stock.
    - c. Identification: On back of each print, provide an applied label or rubber stamped impression with the following information:
      - 1) Name of project
      - 2) Name and address of photographer
      - 3) Name of Architect
      - 4) Name of Contractor
      - 5) Date photograph was taken
      - 6) Description of vantage point, indicating location, direction (by compass point) and elevation or story of construction.
    - d. Digital Images: Submit a complete set of digital image electronic files with each submittal of prints on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have same aspect ratio as the sensor, uncropped.

- e. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.
- f. Daily Construction Reports: Submit two copies at weekly intervals.
- g. Material Location Reports: Submit two copies at weekly intervals.
- h. Field Condition Reports: Submit two copies at weekly intervals.

### **1.05 QUALITY ASSURANCE**

- A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.

### **1.06 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**

### **2.01 SUBMITTALS SCHEDULE**

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
  - 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
  - 2. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

### **2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)**

- A. CPM Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
  - 1. Develop network diagram in sufficient time to submit CPM schedule so it can be accepted for use no later than 15 days after date established for the Notice to Proceed..
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time.
- B. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths. Using the preliminary network diagram, prepare a skeleton network to identify probable critical paths.
  - 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
    - a. Preparation and processing of submittals
    - b. Mobilization and demobilization
    - c. Purchase of materials
    - d. Delivery
    - e. Fabrication
    - f. Utility interruptions
    - g. Installation
    - h. Work by Owner that may affect or be affected by Contractor's activities

- i. Testing
  2. Processing: Process data to produce output data or a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
  3. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
    - a. Subnetworks on separate sheets are permissible for activities clearly off the critical
    - b. path.
- C. Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting. Include the following:
  1. Identification of activities that have changed.
  2. Changes in early and late start dates.
  3. Changes in early and late finish dates.
  4. Changes in activity durations in workdays.
  5. Changes in the critical path.
  6. Changes in total float or slack time.
  7. Changes in the Contract Time
    - a. 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.

### **2.03 REPORTS**

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  1. List of subcontractors at Project site.
  2. List of separate contractors at Project site.
  3. Approximate count of personnel at Project site.
  4. High and low temperatures and general weather conditions.
  5. Accidents.
  6. Meetings and significant decisions.
  7. Unusual events (refer to special reports).
  8. Stoppages, delays, shortages, and losses.
  9. Meter readings and similar recordings.
  10. Emergency procedures.
  11. Orders and requests of authorities having jurisdiction.
  12. Change Orders received and implemented.
  13. Construction Change Directives received.
  14. Services connected and disconnected.
  15. Equipment or system tests and startups.
  16. Partial Completions and occupancies.
  17. Substantial Completions authorized.
- B. Material Location Reports: At monthly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

### **PART 3 - EXECUTION (NOT USED)**

#### **END OF SECTION**

**SECTION 01 33 00  
SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.01 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.

**1.02 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
  - 1. Process designated submittals for the Project electronically through designated email system.

**1.03 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Email System: A method to transmit certain electronic submittals between the Contractor, Architect, and Owner, via email.
  - 1. For consistency, the standard file format will be PDF. Convert paper originals and other file formats to PDF prior to submission.
  - 2. In the event of system malfunction, submittals shall be processed in accordance with the Architect's instructions, until the system malfunction has been corrected.
  - 3. For this Project, process the following submittal types through the designated email system:
    - a. Product Data.
    - b. Shop Drawings.
    - c. Product Schedules.
    - d. Qualification Data.
    - e. Certificates (Welding, Installer, Manufacturer, Product, and Material, as applicable).
    - f. Test Reports (Material, Product, Preconstruction, Compatibility, and Field, as applicable).
    - g. Research Reports.
    - h. Warranty (sample).
    - i. Design Data, including calculations.
    - j. Coordination Drawings.
    - k. Delegated-Design Services Certifications.
  - 4. For Samples, provide electronic submittal of Sample cover sheet, identifying location and actual delivery date of Samples. Deliver Samples to location (Architect's office, Project site, etc.) as directed by the Architect.
    - a. Architect will identify delivery location(s) after receipt and review of Contractor's Submittal Schedule.

**1.04 SUBMITTAL SCHEDULE**

- A. Submittal Schedule: Submit a schedule of submittals indicating scheduled date for each submission. Factor time required for review, ordering, manufacturing, fabrication, and delivery

when establishing submission dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Submit concurrently with the first complete submittal of Contractor's construction schedule.
2. Format: Arrange the following information in a tabular format:
  - a. Specification Section number and title.
  - b. A/E Number.
    - 1) Architect will furnish Contractor with unique "A/E Number" designation for each required submittal.
  - c. Submittal category: Action; informal.
  - d. Submittal type: Product Data, Shop Drawings, Samples, etc.
  - e. Description of the Work covered.
  - f. Scheduled date for first submittal.

#### **1.05 COLOR SCHEDULE**

- A. Color Schedule: Within 30 days after date of Notice of Award, submit a complete list of proposed manufacturers and complete product designations (i.e. model, grade, series, product line, etc.) for each item requiring color selection by Architect.

#### **1.06 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. 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. Where indicated, submit all submittal items required for each Specification Section concurrently.
  3. 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.
- B. Processing Time: Allow sufficient time for submittal review, including time for resubmittals. 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.
- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
  1. Include a cover sheet on each submittal item for identification. Do not combine different submittals under same cover sheet; only one submittal is to be provided per email.
    - a. Cover Sheet: Use PDF version of sample form included in Project Manual. Complete each item on form, sign and date. Architect will furnish PDF version of sample form.
  2. Name submittal file as directed by Architect.
  3. Transmit each submittal via email using subject line as directed by Architect.
  4. Send submittal to designated Project-specific email address:
    - a. Use the following email address: [zigmondb@studiojaed.com](mailto:zigmondb@studiojaed.com).
- D. Resubmittals: Make resubmittals in same form and, for non-electronic submittals, in the same number of copies as initial submittal.
  1. Note date and content of revision in label or title block and clearly indicate extent of revision.
  2. Resubmit submittals until they are marked with approval notation from Architect.
  3. Refer to Supplementary Conditions for provisions allowing Owner to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluation of certain resubmittals.

- E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities.
- F. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect.

## **PART 2 - PRODUCTS**

### **2.01 SUBMITTAL PROCEDURES, GENERAL**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

### **2.02 ELECTRONIC SUBMITTAL PROCEDURES**

- A. Use the designated email system for submittals in this Article.
  - 1. Submit electronic submittals via email as PDF electronic files.
    - a. Architect will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. Mark submittal to show which products and options are applicable.
  - 2. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Statement of compliance with specified referenced standards.
    - c. Testing by recognized testing agency.
  - 3. For equipment, include the following in addition to the above, as applicable:
    - a. Printed performance curves.
    - b. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of dimensions established by field measurement.
    - e. Relationship and attachment to adjoining construction clearly indicated.
    - f. Seal and signature of professional engineer if specified.
- 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, contact information of architects and owners, and other information specified.
- E. Certificates:
  - 1. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
  - 2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
  - 3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

4. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
  5. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- F. Test Reports:
1. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
  2. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
  3. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
  4. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
  5. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- G. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- H. Warranty: Submit sample warranties as required in individual Specification Sections.
- I. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- J. Coordination Drawing Submittals: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- K. Delegated-Design Services Certification: Submit certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
  2. In addition, for a project in New Jersey, provide three paper copies of certificate, signed and sealed (with raised seal) by the responsible design professional.

### **2.03 NON-ELECTRONIC SUBMITTAL PROCEDURES**

- A. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.

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.  
Number of Samples: Submit three full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return one 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 return one set.
    - 1) 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.
- B. 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. Submit subcontract list in the following format:
    - a. Number of Copies: Four paper copies of subcontractor list, unless otherwise indicated. Architect will return one copy.
- C. Key Personnel Names: No later than 15 days after date of Notice of Award, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site.
  1. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including emergency, office, and cellular telephone numbers and email addresses.
    - a. Number of Copies: Four paper copies of key personnel list, unless otherwise indicated.
- D. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."
- E. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

## **2.04 DELEGATED-DESIGN SERVICES**

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
- B. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

## **PART 3 - EXECUTION**

### **3.01 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections

and field dimensions. Identify any deviations from Contract Document requirements. Mark cover sheet with approval before submitting to Architect.

1. Sign and date statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

### **3.02 ARCHITECT'S ACTION**

- A. General: Architect will not review submittals that do not bear Contractor's approval and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will mark submittal appropriately to indicate action, as follows:
  1. Final Unrestricted Release: Where the submittal is marked "Approved," the Work covered by the submittal may proceed provided it complies with the Contract Documents. Final acceptance will depend on that compliance.
  2. Final-but-Restricted Release: Where the submittal is marked "Approved as Noted," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Final acceptance will depend on that compliance.
  3. Resubmit: Where the submittal is marked "Approved, Revise and Return Corrected Copies," the Work covered by the submittal may proceed provided it complies both with Architect's notations and corrections on the submittal and the Contract Documents. Revise submittal according to Architect's notations and corrections and return corrected copies. Final acceptance will depend on that compliance.
  4. Rejected: Where the submittal is marked "Rejected," do not proceed with the Work covered by the submittal. Prepare a new submittal for a product that complies with the Contract Documents.
  5. Incomplete - Resubmit: Where the submittal is marked "Incomplete, Submit Additional Information," do not proceed with the Work covered by the submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance with requirements, and resubmit.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Limit information submitted to specific products indicated. Do not submit extraneous matter. Submittals containing excessive extraneous matter will be returned for resubmittal without review.
- F. Submittals not required by the Contract Documents may be returned by the Architect without action.

**END OF SECTION**

**SECTION 01 40 00  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Control of installation.
- B. Tolerances.
- C. Testing and inspection agencies and services.
- D. Control of installation.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 42 16 - Definitions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

**3.02 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

**3.03 MANUFACTURERS' FIELD SERVICES**

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

**3.04 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.

**END OF SECTION**

**SECTION 01 42 16  
DEFINITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Other definitions are included in individual specification sections.

**1.02 DEFINITIONS**

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers and enclosures.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.

**1.02 TEMPORARY UTILITIES**

- A. Owner will provide the following:
  - 1. Electrical power, consisting of connection to existing facilities.
  - 2. Water supply, consisting of connection to existing facilities.
  - 3. Contractor shall be responsible to tie to existing utility services and make distribution to the construction site.

**1.03 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain sanitary facilities and enclosures for use by contractor's forces. Provide at time of project mobilization.
  - 1. Provide lockable facilities or locate within lockable, fenced enclosure.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

**1.04 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.05 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
- B. Coordinate with Owner's security program.

**1.06 VEHICULAR ACCESS AND PARKING**

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Existing parking areas designated by the Owner may be used for construction parking.

**1.07 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site daily.

- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**1.08 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 60 00  
PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Transportation, handling, storage and protection.
- B. Product option requirements.
- C. Substitution limitations.
- D. Maintenance materials, including extra materials, spare parts, tools, and software.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

**1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

**PART 2 PRODUCTS**

**2.01 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.

**2.02 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

**2.03 MAINTENANCE MATERIALS**

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 25 00 - Substitution Procedures.
- B. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- D. A request for substitution constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- E. Substitution Submittal Procedure:
  - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
  - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
  - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

### **3.02 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### **3.03 STORAGE AND PROTECTION**

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.

- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 01 61 16**  
**VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

**1.02 RELATED REQUIREMENTS**

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

**1.03 DEFINITIONS**

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings.
  - 2. Interior adhesives and sealants, including flooring adhesives.
  - 3. Flooring.
  - 4. Composite wood.
  - 5. Products making up wall and ceiling assemblies.
  - 6. Thermal and acoustical insulation.
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
  - 1. Interior paints and coatings.
  - 2. Interior adhesives and sealants, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
  - 1. Concrete.
  - 2. Clay brick.
  - 3. Metals that are plated, anodized, or powder-coated.
  - 4. Glass.
  - 5. Ceramics.
  - 6. Solid wood flooring that is unfinished and untreated.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.
- C. Installer Certifications Regarding Prohibited Content: Require each installer of any type of product (not just the products for which VOC restrictions are specified) to certify that either 1) no adhesives, joint sealants, paints, coatings, or composite wood or agrifiber products have been used in the installation of his products, or 2) that such products used comply with these requirements.

**1.05 QUALITY ASSURANCE**

- A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
  - 1. Evidence of Compliance: Acceptable types of evidence are:

- a. Report of laboratory testing performed in accordance with requirements.
- B. Composite Wood Emissions Standard: CARB (ATCM) for ultra-low emitting formaldehyde (ULEF) resins.
  - 1. Evidence of Compliance: Acceptable types of evidence are:
    - a. Current SCS "No Added Formaldehyde (NAF)" certification; [www.scs-certified.com](http://www.scs-certified.com).
    - b. Report of laboratory testing performed in accordance with requirements.
    - c. Published product data showing compliance with requirements.
- C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. VOC-Content-Restricted Products: VOC content not greater than required by the following:
  - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
  - 2. Joint Sealants: SCAQMD 1168 Rule.
  - 3. Paints and Coatings: Each color; most stringent of the following:
    - a. 40 CFR 59, Subpart D.
    - b. SCAQMD 1113 Rule.
    - c. CARB (SCM).

## **PART 3 EXECUTION**

### **3.01 FIELD QUALITY CONTROL**

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

**END OF SECTION**

**SECTION 01 70 00  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances..
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, except payment procedures.
- I. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- B. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties.

**1.03 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

**1.04 QUALIFICATIONS**

- A. For demolition work, employ a firm specializing in the type of work required.
- B. For field engineering and delegated design, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.

**1.05 PROJECT CONDITIONS**

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

**1.06 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.

- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

## **PART 2 PRODUCTS**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 LAYING OUT THE WORK**

- A. Promptly notify Architect of any discrepancies discovered.
- B. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
  - 1. Grid or axis for structures.

2. Building foundation, column locations, and ground floor elevations.
- C. Periodically verify layouts by same means.

### **3.04 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.05 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  1. Verify that construction and utility arrangements are as indicated.
  2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 - Temporary Facilities and Controls.
- C. Remove existing work as indicated and as required to accomplish new work.
  1. Remove items indicated on drawings.
  2. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  3. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
  1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.

3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
  1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

### **3.06 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  1. Complete the work.
  2. Fit products together to integrate with other work.
  3. Provide openings for penetration of mechanical, electrical, and other services.
  4. Match work that has been cut to adjacent work.
  5. Repair areas adjacent to cuts to required condition.
  6. Repair new work damaged by subsequent work.
  7. Remove samples of installed work for testing when requested.
  8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00 - Firestopping, to full thickness of the penetrated element.
- J. Patching:
  1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  2. Match color, texture, and appearance.
  3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.07 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.08 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.09 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

### **3.10 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

### **3.11 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
  - 1. Clean areas to be occupied by Owner prior to final completion before Owner occupancy.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, and downspouts.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.12 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect and Owner.

- B. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- C. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- D. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- E. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

### **3.13 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

### **3.14 CLOSEOUT DOCUMENTS CHECKLIST**

- A. 2 original Form G704 Substantial Completion
- B. 2 original Form G706 Affidavit of Payment of Debts and Claims
- C. 2 original Form 706A Release of Liens Contractor / Subcontractor.
- D. 2 original Form 707 Consent of Surety Company
- E. 3 original Final Payment Application.
- F. Meeting Minutes
- G. General Correspondence
- H. Certificate of Occupancy
- I. Environmental Certificates
- J. 2 original of Warranties (Letter of guarantee and warranty information)
- K. 2 O&M Manuals
- L. 2 hard copies of Record Drawings
- M. 2 archivable discs with closeout documentation, including updated AutoCAD files.
- N. Occupancy permits
- O. Testing & balancing reports
- P. Field reports/inspection reports
- Q. 2 original Substantial Completion Form
- R. 2 sets of record Shop Drawings and submittals.
- S. Affidavit of Discharge of State Tax Liability.
- T. Completed final punch-list signed off by Owner's rep.
- U. Punch-list closeout letter.

**END OF SECTION**

## **SECTION 01 74 00 WARRANTIES**

### **PART I -GENERAL**

#### **1.01 RELATED DOCUMENTS**

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

#### **1.02 SUMMARY**

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
  - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 01 Section "Submittal Procedures" specifies procedures for submitting warranties.
  - 2. Division 01 Section "Closeout Procedures" specifies contract closeout procedures.
  - 3. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.
  - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufactirers, and subcontractors required to countersign special warranties with the Contractor.

#### **1.03 DEFINITIONS**

- A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

#### **1.04 WARRANTY REQUIREMENTS**

- A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefitted from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

#### **1.05 SUBMITTALS**

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect within 15 days of completion of that designated portion of the Work.
- B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Architect, for approval prior to final execution.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### **3.01 SCHEDULE OF WARRANTIES**

- A. The General Contractor shall provide a two (2) year warranty for all work performed under this Contract to conform to the specifications, applicable codes, and industry standards in addition to specific warranties for individual products.

**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**

**THIS PAGE INTENTIONALLY LEFT BLANK**

<b>WASTE MANAGEMENT PROGRESS REPORT</b>				
<b>MATERIAL CATEGORY</b>	<b>DISPOSED IN MUNICIPAL SOLID WASTE LANDFILL</b>	<b>DIVERTED FROM LANDFILL BY RECYCLING, SALVAGE OR REUSE</b>		
		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)	

**SECTION 02 41 00  
DEMOLITION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- D. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

**1.03 DEFINITIONS**

- A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

**1.04 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards; current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

**1.05 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

**1.06 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
  - 1. Minimum of five years of documented experience.

**PART 3 EXECUTION**

**2.01 SCOPE**

- A. Remove portions of existing building as indicated on the drawings, as indicated below and as further required to complete the work of the project:
  - 1. Selective demolition of built elements including, but not limited to, partitions, doors, windows, ceilings, finishes, etc.
  - 2. Selective demolition of building plumbing, fire protection, mechanical, electrical, tele/data, fire detection and alarm, and security systems and devices.
  - 3. Associated demolition.

## 2.02 PHASING

- A. The building will remain occupied throughout work of the project.
- B. Work of the project will be phased as indicated on drawing AP101.
  - 1. The building will remain occupied throughout work of the project.
  - 2. Work of each phase must be completed in sequence before work of the next phase begins.
    - a. Exception: Renovation of the restrooms is expected to overlap with work of multiple phases.

## 2.03 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits, including payment of all required permit fees.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 6. Do not close or obstruct roadways or sidewalks without permit.
  - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.
- D. Protect existing structures and other elements that are not to be removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.

## 2.04 EXISTING UTILITIES

- A. Protect existing utilities to remain from damage.
- B. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- C. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 7 days prior written notification to Owner.
- D. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- E. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone; identify and mark utilities to be subsequently reconnected, in same manner as other utilities to remain.

## 2.05 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as shown.

2. Report discrepancies to Architect before disturbing existing installation.
  3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- C. Remove existing work as indicated and as required to accomplish new work.
1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  2. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  3. Verify that abandoned services serve only abandoned facilities before removal.
  4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
  2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  3. Repair adjacent construction and finishes damaged during removal work.
  4. Patch as specified for patching new work.

#### **2.06 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; .
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

**SECTION 02 41 19**  
**SELECTIVE DEMOLITION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section Includes:

- 1. Demolition and removal of selected site elements.
- 2. Salvage of existing items to be reused or recycled.

B. Related Requirements:

- 1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

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

1.5 PREINSTALLATION MEETINGS

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

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and for noise control. Indicate proposed locations and construction of barriers.
- B. 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.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations.

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 Engineer 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 Engineer 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 COORDINATION

- A. Arrange selective demolition schedule so as not to unnecessarily or adversely interfere with adjacent property owners' operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

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

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review Project Record Documents of existing construction or other existing condition information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.
  - 2. Before selective demolition or removal of existing elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 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. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. Arrange to shut off utilities with utility companies.
    - 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. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- c. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

### 3.3 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. Neatly cut items with sections to remain and ensure cuts are true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
  - 2. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  - 3. Maintain fire watch during and for at least 2 hours after flame-cutting operations.
  - 4. Maintain adequate ventilation when using cutting torches.
  - 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 6. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Removed and Reinstalled Items:
  - 1. Clean and repair items to functional condition adequate for intended reuse.
  - 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
  - 3. Protect items from damage during transport and storage.
  - 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, 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.

### 3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. 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.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

- D. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

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

### 3.6 CLEANING

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

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 05 12 00  
STRUCTURAL STEEL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Structural steel framing members.
- B. Structural steel support members and struts.

**1.02 RELATED REQUIREMENTS**

- A. Section 05 31 00 - Steel Decking: Support framing for small openings in deck.

**1.03 REFERENCE STANDARDS**

- A. AISC (MAN) - Steel Construction Manual; 2023.
- B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges; 2022.
- C. AISC 325 - Steel Construction Manual; 2017.
- D. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- E. ASTM A563/A563M - Standard Specification for Carbon and Alloy Steel Nuts (Inch and Metric); 2021a.
- F. ASTM A992/A992M - Standard Specification for Structural Steel Shapes; 2022.
- G. ASTM F436/F436M - Standard Specification for Hardened Steel Washers Inch and Metric Dimensions; 2019.
- H. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts and Assemblies, Steel and Alloy Steel, Heat Treated, Inch Dimensions 120 ksi and 150 ksi Minimum Tensile Strength, and Metric Dimensions 830 MPa and 1040 MPa Minimum Tensile Strength; 2023.
- I. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- J. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
  - 2. Connections not detailed.
  - 3. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Materials Test Reports: Submit independent test results or engineered performance analysis of structural thermal-break pad performance in bearing or slip-critical connections where shear and moment loads are applied.

**1.05 QUALITY ASSURANCE**

- A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."
- B. Welder Qualifications: Welding processes and welding operators qualified in accordance with AWS D1.1/D1.1M and no more than 12 months before start of scheduled welding work.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Steel Angles and Plates: ASTM A36/A36M.
- B. Steel W Shapes and Tees: ASTM A992/A992M.
- C. Rolled Steel Structural Shapes: ASTM A992/A992M.

- D. High-Strength Structural Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, with matching compatible ASTM A563/A563M nuts and ASTM F436/F436M washers.
- E. Touch-Up Primer for Galvanized Surfaces: Fabricator's standard, complying with VOC limitations of authorities having jurisdiction.

## **2.02 FABRICATION**

- A. Shop fabricate to greatest extent possible.

## **2.03 FINISH**

- A. Shop prime structural steel members. Do not prime surfaces that will be field welded, in contact with concrete, or high strength bolted.

## **PART 3 EXECUTION**

### **3.01 ERECTION**

- A. Erect structural steel in compliance with AISC 303.
- B. Allow for erection loads and provide sufficient temporary bracing to maintain structure in safe condition, plumb, and in true alignment until completion of erection and installation of permanent bracing.
- C. Field weld components indicated on drawings.
- D. Do not field cut or alter structural members without approval of Architect.
- E. After erection, prime welds, abrasions, and surfaces not shop primed, except surfaces to be in contact with concrete.
- F. Grout solidly between column plates and bearing surfaces, complying with manufacturer's instructions for nonshrink grout. Trowel grouted surfaces smooth, splaying neatly to 45 degrees.

**END OF SECTION**

**SECTION 05 31 00  
STEEL DECKING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Roof deck.

**1.02 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- C. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2018, with Errata (2022).
- D. SDI (DM) - Publication No.30, Design Manual for Composite Decks, Form Decks, and Roof Decks; 2007.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittals procedures.
- B. Product Data: Provide deck profile characteristics, dimensions, structural properties, and finishes.
- C. Shop Drawings: Indicate deck plan, support locations and pertinent details.
- D. Certificates: Certify that products furnished meet or exceed specified requirements.

**PART 2 PRODUCTS**

**2.01 STEEL DECK**

- A. Roof Deck: Non-composite type, fluted steel sheet:
  - 1. Galvanized Steel Sheet: ASTM A653/A653M, Structural Steel (SS) Grade 33/230, with G60/Z180 galvanized coating.
  - 2. Minimum Base Metal Thickness: 20 gauge, 0.0359 inch.
  - 3. Nominal Height: 1-1/2 inch.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Erect metal deck in accordance with SDI Design Manual and manufacturer's instructions. Align and level.
- B. On steel supports provide minimum 1-1/2 inch bearing.
- C. Fasten deck to steel support members at ends and intermediate supports at 18 inches on center maximum, parallel with the deck flute and at each transverse flute using methods indicated on drawings.
- D. Weld deck in accordance with AWS D1.3/D1.3M.
- E. At openings between deck and walls, columns, and openings, provide sheet steel closures and angle flashings to close openings.
- F. Immediately after welding deck and other metal components in position, coat welds, burned areas, and damaged surface coating, with touch-up primer.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 05 40 00  
COLD-FORMED METAL FRAMING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Formed steel stud exterior wall framing.
- B. Exterior wall sheathing.

**1.02 RELATED REQUIREMENTS**

- A. Section 05 44 00 - Cold-Formed Metal Trusses.
- B. Section 06 10 00 - Rough Carpentry: Wood blocking and miscellaneous framing.

**1.03 DEFINITIONS**

- A. General: See AISI S240 for definitions of terms used in this section.
- B. Connection: A combination of structural elements and joints used to transmit forces between two or more members.
- C. Connector: A device used to transmit forces between cold-formed steel structural members or between a cold-formed steel structural member and another structural element.

**1.04 REFERENCE STANDARDS**

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members; 2016.
- B. AISI S240 - North American Standard for Cold-Formed Steel Structural Framing; 2015.
- C. ASCE 7 - Minimum Design Loads for Buildings and Other Structures; 2016.
- D. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- E. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.

**1.05 SUBMITTALS**

- A. Product Data: Provide data on cold-formed steel structural members; include material descriptions and base steel thickness.
- B. Product Data: Provide manufacturer's data on factory-made connectors and mechanical fasteners, showing compliance with requirements.
- C. Product Data: For lateral-force resisting systems, provide product data sheets on hold-down, showing compliance with requirements.
- D. Design Data:
  - 1. Shop drawings signed and sealed by a professional structural engineer.
  - 2. Design calculations sufficient to demonstrate compliance with design criteria; signed and sealed by a professional structural engineer.
  - 3. Details and calculations for factory-made connectors, signed and sealed by a professional structural engineer.
- E. Inspection Reports: Provide material verification Inspection Reports in accordance with requirements of AISI S240.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Structural Framing:
  - 1. CEMCO: [www.cemcosteel.com/#sle](http://www.cemcosteel.com/#sle).
  - 2. ClarkDietrich: [www.clarkdietrich.com/#sle](http://www.clarkdietrich.com/#sle).
  - 3. Jaimes Industries: [www.jaimesind.com/#sle](http://www.jaimesind.com/#sle).

4. MarinoWARE: [www.marinoware.com/#sle](http://www.marinoware.com/#sle).
5. SCAFCO Corporation: [www.scafco.com/#sle](http://www.scafco.com/#sle).
6. Steel Construction Systems: [www.steelconsystems.com/#sle](http://www.steelconsystems.com/#sle).
7. Telling Industries: [www.tellingindustries.com/#sle](http://www.tellingindustries.com/#sle).
8. The Steel Network, Inc: [www.SteelNetwork.com/#sle](http://www.SteelNetwork.com/#sle).
9. Or approved equal.
10. Substitutions: See Section 01 60 00 - Product Requirements.

- B. Connectors:
1. Same manufacturer as metal framing.

## **2.02 PERFORMANCE REQUIREMENTS**

- A. Design Requirements: Design cold-formed framing systems, components and connectors to withstand specified design loads in compliance with ICC (IBC), ASCE 7, AISI S100, and AISI S240.
- B. Design Criteria: As indicated on the drawings.
1. Live load deflection meeting the following, unless otherwise indicated:
    - a. Exterior Walls: Maximum horizontal deflection under wind load of 1/240 of span.
  2. Able to tolerate movement of components without damage, failure of joint seals, undue stress on fasteners, or other detrimental effects when subject to seasonal or cyclic day/night temperature ranges.
  3. Able to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.

## **2.03 STRUCTURAL FRAMING COMPONENTS**

- A. Wall Studs and Track Sections: AISI S240; c-shaped studs and u-shaped track sections in stud-matching nominal width and compatible height.
1. Structural Grade: As required to meet design criteria.
  2. Corrosion Protection Coating Designation: G60 in accordance with AISI S240.
  3. Thickness and Depth: Depth as indicated on the drawings; thickness and structural grade as required to meet design criteria.

## **2.04 CONNECTIONS**

- A. Performance Requirements: Provide connections in compliance with requirements of AISI S240.
- B. Structural Performance: Maintain load and movement capacity required by applicable building code and specified design criteria.
- C. Movement Connections: Provide mechanical anchorage devices that accommodate movement using slotted holes, shouldered screws or screws and anti-friction or stepped bushings, while maintaining structural performance of framing. Provide movement connections where indicated on drawings.
- D. Fixed Connections: Provide nonmovement devices for tie-down to foundation, floor-to-floor tie-down, roof-to-wall tie-down, joist hangers, gusset plates, and stiffeners.
- E. Bridging Connections: Provide mechanical load-transferring devices that accommodate wind load torsion and weak axis buckling induced by axial compression loads. Provide bridging connectors where indicated on the drawings.

## **2.05 MISCELLANEOUS CONNECTIONS**

- A. Self-Drilling, Self-Tapping Screws, Bolts, Nuts and Washers: Hot-dip galvanized per ASTM A153/A153M.
- B. Anchorage Devices: Powder actuated.
- C. Welding: Comply with AWS D1.1/D1.1M.

## **2.06 SHEATHING**

- A. Glass-mat-faced gypsum board; ASTM C1177/C1177M, square long edges, 5/8 inch thick, Type X - fire-resistant.

## **2.07 ACCESSORIES**

- A. Bracing, Furring, Bridging: Formed sheet steel, thickness determined for conditions encountered; finish to match framing components.
- B. Galvanizing Repair: Touch up bare steel with zinc-rich paint in compliance with ASTM A780/A780M.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify field measurements and adjust installation as required.

### **3.02 PREPARATION**

- A. Structural Wall Foundations: For gaps between wall bottom track and top of foundation 1/4 inch or greater, level substrate with loadbearing shims or grout between track and foundation.

### **3.03 INSTALLATION - GENERAL**

- A. Install structural members and connections in compliance with ASTM C1007.

### **3.04 INSTALLATION OF STUDS**

- A. Install wall studs plumb and level.
- B. Construct corners using minimum of three studs. Install double studs at wall openings, door and window jambs.
- C. Install load-bearing studs full length in one piece. Splicing of studs is not permitted.
- D. Install load-bearing studs; brace, and reinforce to develop full strength and achieve design requirements.
- E. Coordinate placement of insulation in multiple stud spaces made inaccessible after erection.
- F. Install intermediate studs above and below openings to align with wall stud spacing.
- G. Provide deflection allowance in stud track, directly below horizontal building framing at non-loadbearing framing.
- H. Install framing between studs for attachment of mechanical and electrical items, and to prevent stud rotation.
- I. Touch-up field welds and damaged corrosion-protected surfaces zinc-rich paint in compliance with ASTM A780/A780M.

### **3.05 INSTALLATION OF WALL SHEATHING**

- A. Install wall sheathing with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using self-tapping screws.
  - 1. Provide Gypsum wall sheathing at least 48 inches wide at building corners, measured horizontally.
  - 2. Place water-resistive barrier horizontally over wall sheathing, weather lapping edges, and ends.

### **3.06 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Provide material verification inspections in accordance with requirements of AISI S240.
- C. Provide inspections for welding, mechanical fastening, and cold-formed steel light-frame construction in accordance with requirements of AISI S240.

**3.07 TOLERANCES**

- A. Studs - Vertical Alignment (Plumbness): 1/960 of span or 1/8 inch in 10 ft, in accordance with ASTM C1007.
- B. Studs - Maximum Variation from True Position: 1/8 inch in accordance with ASTM C1007.
- C. Stud Spacing: 1/8 inch from the designated spacing, provided that the cumulative error does not exceed the requirements of the finishing materials in accordance with ASTM C1007.

**END OF SECTION**

**SECTION 06 10 00  
ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Sheathing.
- B. Roofing cant strips.
- C. Fire retardant treated wood materials.
- D. Concealed wood blocking, nailers, and supports.

**1.02 RELATED REQUIREMENTS**

**1.03 REFERENCE STANDARDS**

- A. ASTM D2898 - Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing; 2010.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood; 2012.
- D. PS 20 - American Softwood Lumber Standard; 2010.
- E. WWPA G-5 - Western Lumber Grading Rules; 2011.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data: Provide technical data on wood preservative materials and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

**PART 2 PRODUCTS**

**2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
  - 2. 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.
  - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at [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.
  - 4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.

**2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Grading Agency: Western Wood Products Association; WWPA G-5.
- 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 ACCESSORIES**

- A. Fasteners and Anchors: Stainless steel.
- B. General Purpose Construction Adhesives: Suitable for securing plywood to cold rolled steel framing.

### **2.04 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. Exterior Type: AWWA U1, Category UCFB, Commodity Specification H, 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 both before and after accelerated weathering test performed in accordance with ASTM D2898.
    - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
    - b. Treat exterior rough carpentry items.
    - c. Do not use treated wood in direct contact with the ground.

## **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 ROOF-RELATED CARPENTRY**

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

**3.05 CLEANING**

- A. Waste Disposal: See Section 01 74 19 - Construction Waste Management and Disposal.
  - 1. Comply with applicable regulations.
  - 2. Do not burn scrap on project site.
  - 3. Do not burn scraps that have been pressure treated.
  - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 07 01 50  
PREPARATION FOR RE-ROOFING**

**PART 1 - GENERAL**

**1.01 SCOPE OF WORK**

- A. Remove the existing roofing layers where indicated on the drawings. Membrane, base flashings, and copings, completely in accordance with the drawings. Sweep and clean all debris off of the surface and adjacent areas.

**1.02 PRE-INSTALLATION CONFERENCE**

- A. Review installation procedures and coordination required with related work.

**1.03 ENVIRONMENTAL REQUIREMENTS**

- A. Do not remove existing roofing system when weather conditions threaten the integrity of the building contents or intended continued occupancy. Maintain continued temporary protection prior to installation of the new roofing system. Provide temporary weather protection to insure that the building is weather tight and that no damage occurs to the building, interior contents, furnishings, equipment and finished during re-roofing operations.

**1.04 PROTECTION**

- A. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction. A four (4) hour time limit shall be given from the time of notification of emergency conditions. In the event of water penetration during rain or a storm, the Contractor shall provide for repair of the building contents and interior including, but not limited to, all interior contents, furnishings, equipment, building systems and finishes. If the Contractor does not respond or cannot be contacted, the Owner will affect repairs or emergency action and the Contractor shall be back charged for all expenses and damages, if any.

**1.05 SCHEDULING**

- A. Schedule work to coincide with commencement of installation of new roofing system.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Temporary protection; Sheet Polyethylene. Provide weights or fasteners to retain sheeting in position.
- B. Base Sheet: ASTM D-4601 Type II. Provide weights, adhesives or fasteners to retain sheeting in position.

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Roofing Contractor to verify existing site conditions, including roof dimensions. The Owner and Architect assume no responsibility for the existing actual conditions that the Contractor may encounter during the course of work that can be reasonably foreseen during the Pre-Bid inspection. The building layout was taken from existing drawings. The Contractor shall verify all dimensions and conditions in the field prior to demolition and notify the Architect should any conditions encountered vary from the Contract Documents.
- B. Verify that existing roof surface is clear and ready for work.

**3.02 MATERIALS REMOVAL**

- A. Under certain conditions, it will be necessary and desirable to incorporate one or more of the following methods for removal of dirt, silt, gravel, debris, roof membrane, and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions, and protect the building surfaces:
- B. Enclose chutes with protective shrouds on the building and ground surfaces.

- C. All debris dumped from the roof shall be transported from the roof via chutes into dumpsters or trucks, and this debris shall be removed from the premises when vehicles are full at the Contractors cost. No debris shall be transported from the area being worked on over a previously finished roof without an underlayment of 3/4" plywood.
- D. Perform all demolition and re-roofing work in such a manner as to not damage or affect the load carrying capacity of the existing structural system.
- E. Contractor shall provide cut off (night tie in) at the end of each day's work.

**END OF SECTION**

## **SECTION 07 25 00 WEATHER BARRIERS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Water-resistive barriers.

#### **1.02 DEFINITIONS**

- A. Weather Barriers: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Water-Resistive Barrier: A material behind an exterior wall covering that is intended to resist liquid water that has penetrated behind the exterior covering from further intruding into the exterior wall assembly.
- C. Air Barrier: Airtight building enclosure component made of material that is air impermeable but water vapor permeable, both to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
- D. Vapor Retarder: Airtight building enclosure component made of material that is water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
  - 1. Water Vapor Permeance: For purposes of conversion,  $57.2 \text{ ng}/(\text{Pa s sq m}) = 1 \text{ perm}$ .

#### **1.03 REFERENCE STANDARDS**

#### **1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Shop Drawings: Provide drawings of special joint conditions.
- C. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.

#### **1.05 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by materials manufacturers before, during, and after installation.

### **PART 2 PRODUCTS**

#### **2.01 WATER-RESISTIVE BARRIER MATERIALS**

- A. Mechanically fastened Water Resistive Air Barrier: Vapor permeable, water resistive air barrier consisting of an engineered film surface.
  - 1. Service Temperature: -40 degrees to +180 degrees.
  - 2. Water Vapor Permiance: 23 perms, ASTM E96, Method A.
  - 3. Air Permeance & 75Pa: 0.004 cfm/cf, ASTM E2178.
  - 4. Air Leakage: Pass, ASTM E2357.
  - 5. Water Resistance: Pass, AATCC TM127.
  - 6. Basis-of-Design: duPont Tyvek CommercialWrap D.

#### **2.02 ACCESSORIES**

- A. Sealants, Tapes, and Accessories Used for Sealing Water-Resistive Barrier and Adjacent Substrates: As indicated or complying with water-resistive barrier manufacturer's installation instructions.
- B. Sealant for Cracks and Joints In Substrates: Resilient elastomeric joint sealant compatible with substrates and weather barrier materials.
- C. Primer: Recommended by water-resistive barrier manufacture.

### **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. Water-Resistive Barriers: Install continuous water-resistive barrier over surfaces indicated, with sheets lapped to shed water but with seams not sealed.
- C. Mechanically Fastened Sheets:
  - 1. Install sheets in shingle fashion to shed water; align horizontally.
  - 2. Overlap seams as recommended by manufacturer, 6 inches, minimum.
  - 3. Overlap at outside and inside corners as recommended by manufacturer, 12 inches, minimum.
  - 4. Attach to framed construction with fasteners extending through sheathing into framing, and space fasteners at 12 to 18 inches on center along each framing member supporting sheathing.
- D. Openings and Penetrations in Exterior Water-Resistive Barriers:
  - 1. Install flashing over sills, covering entire sill framing member, and extend at least 5 inches onto water-resistive barrier and at least 6 inches up jambs; mechanically fasten stretched edges.
  - 2. At openings filled 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 filled with nonflanged frames, seal water-resistive barrier 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 water-resistive barrier extending at least 2 inches beyond face of jambs; seal water-resistive barrier to flashing.
  - 5. At interior face of openings, seal gaps between window and door frames 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 water-resistive barrier.
  - 7. Lap water-resistive barrier over existing weather barrier at new openings in existing wall cladding.

#### **3.04 PROTECTION**

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

**END OF SECTION**

**SECTION 07 42 13  
METAL WALL PANELS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Manufactured metal panels for exterior wall panels and soffit panels, with related flashings and accessory components.

**1.02 RELATED REQUIREMENTS**

- A. Section 05 40 00 - Cold-Formed Metal Framing: Wall panel substrate.
- B. Section 07 25 00 - Weather Barriers: Weather barrier under wall panels.
- C. Section 07 92 00 - Joint Sealants: Sealing joints between metal wall panel system and adjacent construction.

**1.03 REFERENCE STANDARDS**

- A. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- C. NFPA 285 - Standard Fire Test Method for Evaluation of Fire Propagation Characteristics of Exterior Non-Load-Bearing Wall Assemblies Containing Combustible Components; 2012.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data - Wall System: Manufacturer's data sheets on each product to be used, including:
  - 1. Physical characteristics of components shown on shop drawings.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation instructions and recommendations.
- C. Shop Drawings: Indicate dimensions, layout, joints, construction details, support clips, and methods of anchorage.
- D. Samples: Submit two samples of wall panel and soffit panel, 12 inches by 12 inches in size illustrating finish color, sheen, and texture.
- E. Test Reports: Submit test report verifying compliance with NFPA 285 for previously-tested exterior wall assembly.
- F. Manufacturer's qualification statement.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. See Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Protect panels from accelerated weathering by removing or venting sheet plastic shipping wrap.
- C. Store prefinished material off the ground and protected from weather; prevent twisting, bending, or abrasion; provide ventilation; slope metal sheets to ensure proper drainage.
- D. Prevent contact with materials that may cause discoloration or staining of products.

### 1.07 FIELD CONDITIONS

- A. Do not install wall panels when air temperature or relative humidity are outside manufacturer's limits.

### 1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide 15-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.
- C. Special Warranty: Provide 2-year warranty covering water tightness and integrity of seals of metal wall panels. Complete forms in Owner's name and register with warrantor.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Metal Wall Panels - Concealed Fasteners:
  - 1. ATAS International, Inc; Opaline OPF (Basis-of-Design): [www.atas.com/#sle](http://www.atas.com/#sle).
  - 2. Berridge Manufacturing Company: [www.berridge.com/#sle](http://www.berridge.com/#sle).
  - 3. Centria, a Nucor Company: [www.centria.com/#sle](http://www.centria.com/#sle).
  - 4. Construction Metal Products, Inc: [www.cmpmetalsystems.com/#sle](http://www.cmpmetalsystems.com/#sle).
  - 5. Drexel Metals Inc: [www.drexmet.com/#sle](http://www.drexmet.com/#sle).
  - 6. Elevate: [www.holcimelevate.com/#sle](http://www.holcimelevate.com/#sle).
  - 7. Englert, Inc: [www.englertinc.com/#sle](http://www.englertinc.com/#sle).
  - 8. Fabral: [www.fabral.com/#sle](http://www.fabral.com/#sle).
  - 9. Lumabuilt: [www.lumabuilt.com/#sle](http://www.lumabuilt.com/#sle).
  - 10. MBCI: [www.mbc.com/#sle](http://www.mbc.com/#sle).
  - 11. McElroy Metal: [www.mcelroymetal.com/#sle](http://www.mcelroymetal.com/#sle).
  - 12. Metal Roofing Systems, Inc; M-16 Wall Panels: [www.metalroofingsystems.biz/#sle](http://www.metalroofingsystems.biz/#sle).
  - 13. Morin Corporation: [www.morincorp.com/#sle](http://www.morincorp.com/#sle).
  - 14. Nelson Industrial, Inc: [www.nelsonii.com/#sle](http://www.nelsonii.com/#sle).
  - 15. Petersen Aluminum Corporation: [www.pac-clad.com/#sle](http://www.pac-clad.com/#sle).
  - 16. Petersen Aluminum Corporation: [www.pac-clad.com/#sle](http://www.pac-clad.com/#sle).
  - 17. Sheffield Metals International: [www.sheffieldmetals.com/#sle](http://www.sheffieldmetals.com/#sle).
  - 18. Taylor Metal Products: [www.taylormetal.com/#sle](http://www.taylormetal.com/#sle).
  - 19. Approved Equal.
  - 20. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Metal Soffit Panels:
  - 1. ATAS International, Inc; Wind-Lok Soffit MPS120 and MPV120 (Basis-of-Design): [www.atas.com/#sle](http://www.atas.com/#sle).
  - 2. Berridge Manufacturing Company: [www.berridge.com/#sle](http://www.berridge.com/#sle).
  - 3. Englert, Inc: [www.englertinc.com/#sle](http://www.englertinc.com/#sle).
  - 4. Fabral: [www.fabral.com/#sle](http://www.fabral.com/#sle).
  - 5. Lumabuilt: [www.lumabuilt.com/#sle](http://www.lumabuilt.com/#sle).
  - 6. McElroy Metal: [www.mcelroymetal.com/#sle](http://www.mcelroymetal.com/#sle).
  - 7. Metal Roofing Systems, Inc: [www.metalroofingsystems.biz/#sle](http://www.metalroofingsystems.biz/#sle).
  - 8. Morin Corporation: [www.morincorp.com/#sle](http://www.morincorp.com/#sle).
  - 9. Petersen Aluminum Corporation: [www.pac-clad.com/#sle](http://www.pac-clad.com/#sle).
  - 10. Sheffield Metals International: [www.sheffieldmetals.com/#sle](http://www.sheffieldmetals.com/#sle).
  - 11. Taylor Metal Products: [www.taylormetal.com/#sle](http://www.taylormetal.com/#sle).
  - 12. Approved Equal.
  - 13. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.02 METAL WALL PANEL SYSTEM

- A. Wall Panel System: Factory fabricated prefinished metal panel system, site assembled.
  - 1. Provide exterior wall panels and soffit panels.
  - 2. Design and size components to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of wall.
  - 3. Design Pressure: In accordance with applicable codes.
  - 4. Fire Performance: Tested in accordance with, and complying with acceptance criteria of NFPA 285.
  - 5. Maximum Allowable Deflection of Panel:  $L/180$  for length(L) of span.
  - 6. Movement: Accommodate movement within system without damage to components or deterioration of seals, movement between system and perimeter components when subject to seasonal temperature cycling; dynamic loading and release of loads; and deflection of structural support framing.
  - 7. Drainage: Provide positive drainage to exterior for moisture entering or condensation occurring within panel system.
  - 8. Fabrication: Formed true to shape, accurate in size, square, and free from distortion or defects; pieces of longest practical lengths.
  - 9. Corners: Factory-fabricated in one continuous piece with minimum 2-inch returns.
  - 10. Provide continuity of weather barrier seal at building enclosure elements in accordance with requirements; see Section 07 25 00.
- B. Exterior Wall Panels:
  - 1. Profile: Vertical; style as indicated.
  - 2. Side Seams: Double-interlocked, tight-fitting, sealed with continuous gaskets.
  - 3. Material: Precoated aluminum sheet, 20 gauge, 0.032 inch minimum thickness.
  - 4. Panel Width: 6 inches.
  - 5. Color: As selected by Architect from manufacturer's standard line.
- C. Soffit Panels:
  - 1. Profile: Style as indicated, with venting provided.
  - 2. Material: Precoated aluminum sheet, 20 gauge, 0.032 inch minimum thickness.
  - 3. Color: As selected by Architect from manufacturer's standard line.
- D. Internal and External Corners: Same material, thickness, and finish as exterior sheets; profile to suit system; shop cut and factory mitered to required angles.
- E. Expansion Joints: Same material, thickness and finish as exterior sheets; 20 gauge, 0.032 inch thick; manufacturer's standard brake formed type, of profile to suit system.
- F. Trim: Same material, thickness and finish as exterior sheets; brake formed to required profiles.
- G. Anchors: Stainless steel.

## 2.03 MATERIALS

- A. Precoated Aluminum Sheet: ASTM B209/B209M, 3105 alloy, O temper, with smooth surface texture; continuous-coil-coated on exposed surfaces with specified finish coating and on panel back with specified panel back coating.

## 2.04 FINISHES

- A. Exposed Surface Finish: Panel manufacturer's standard polyvinylidene fluoride (PVDF) coating, top coat over epoxy primer.
- B. Panel Backside Finish: Panel manufacturer's standard siliconized polyester wash coat.

## 2.05 ACCESSORIES

- A. Gaskets: Manufacturer's standard type suitable for use with system, permanently resilient; ultraviolet and ozone resistant.
- B. Concealed Sealants: Non-curing butyl sealant or tape sealant, see Section 07 92 00

- C. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
- D. Fasteners: Manufacturer's standard type to suit application; with soft neoprene washers, stainless steel. Fastener cap same color as exterior panel.
  - 1. Metal-to-Metal Fasteners: Self-drilling, self-tapping screws.
- E. Field Touch-up Paint: As recommended by panel manufacturer.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that building framing members are ready to receive panels.
- B. Verify weather barrier, see Section 07 25 00, has been installed over wall panel substrate; see Section 05 40 00.

#### **3.02 PREPARATION**

- A. Install subgirts perpendicular to panel length, securely fastened to substrates and shimmed and leveled to uniform plane, and spaced at intervals indicated.

#### **3.03 INSTALLATION**

- A. Install panels on walls and soffits in accordance with manufacturer's instructions.
- B. Protect surfaces in contact with cementitious materials and dissimilar metals with bituminous paint; allow to dry prior to wall panel installation.
- C. Fasten panels to structural supports; aligned, level, and plumb.
- D. Locate joints over supports.
- E. Lap panel ends 2 inches, minimum.
- F. Use concealed fasteners unless otherwise indicated by Architect.
- G. Seal and place gaskets to prevent weather penetration. Maintain neat appearance.

#### **3.04 TOLERANCES**

- A. Offset From True Alignment Between Adjacent Members Abutting or In Line: 1/16 inch, maximum.

#### **3.05 CLEANING**

- A. Remove site cuttings from finish surfaces.
- B. Remove protective material from wall panel surfaces.

#### **3.06 PROTECTION**

- A. Protect metal wall panels until completion of project.
- B. Touch-up, repair, or replace damaged wall panels or accessories before Date of Substantial Completion.

**END OF SECTION**

**SECTION 07 54 00  
THERMOPLASTIC MEMBRANE ROOFING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Adhered system with thermoplastic roofing membrane.
- B. Insulation, tapered.
- C. Cover boards.
- D. Flashings.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Wood cant strips.

**1.03 REFERENCE STANDARDS**

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2014.
- B. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin-Based Sheet Roofing; 2021.
- C. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.
- D. NRCA (RM) - The NRCA Roofing Manual; 2023.
- E. NRCA (WM) - The NRCA Waterproofing Manual; 2021.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, surfacing, and fasteners.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Warranty Documentation:
  - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
  - 2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

**1.06 FIELD CONDITIONS**

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- C. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- D. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

## 1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. System Warranty: Provide manufacturer's total system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
  - 1. Warranty Term: 20 years.
  - 2. For repair and replacement include costs of both material and labor in warranty.
  - 3. Exceptions are not Permitted:
    - a. Damage due to wind speed greater than 50 miles per hour but less than or equal to 100 miles per hour.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
  - 1. Basis-of-Design: GAF; EverGuard SA TPO Self-Adhered Roof Membrane 60 mil: [www.gaf.com/#sle](http://www.gaf.com/#sle).
  - 2. Carlisle SynTec Systems: [www.carlisle-syntec.com/#sle](http://www.carlisle-syntec.com/#sle).
  - 3. Elevate: [www.holcimelevate.com/#sle](http://www.holcimelevate.com/#sle).
  - 4. Flex Membrane International Corporation: [www.flexroofingsystems.com/#sle](http://www.flexroofingsystems.com/#sle).
  - 5. GenFlex Roofing Systems, LLC: [www.genflex.com/#sle](http://www.genflex.com/#sle).
  - 6. IKO Industries Inc: [www.iko.com/#sle](http://www.iko.com/#sle).
  - 7. Johns Manville: [www.jm.com/#sle](http://www.jm.com/#sle).
  - 8. Mule-Hide Products Co, Inc: [www.mulehide.com/#sle](http://www.mulehide.com/#sle).
  - 9. Versico Roofing Systems; VersiWeld TPO (Basis-of-Design): [www.versico.com/#sle](http://www.versico.com/#sle).
  - 10. Approved Equal.
  - 11. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.02 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
  - 1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrims.
    - a. Thickness: 60 mil, 0.060 inch, minimum.
    - b. Color: Tan.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Flexible Flashing Material: Same material as membrane.

### 2.03 COVER BOARDS

- A. Cover Boards: Faced, and with high compressive strength polyisocyanurate (ISO) insulation complying with ASTM C1289, and the following characteristics:
  - 1. Board Size: 48 by 96 inches.
  - 2. Board Thickness: 1/2 inch, minimum.
  - 3. Products:
    - a. Basis-of-Design: GAF EnergyGuard HD Polyiso Cover Board
    - b. Johns Manville: [www.jm.com/#sle](http://www.jm.com/#sle).
    - c. Carlisle Synrec Systems; Securshield HD Plus; [www.carlisesyntec.com](http://www.carlisesyntec.com).
    - d. Approved Equal.
    - e. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.04 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
  - 1. Classifications:
  - 2. Board Size: 48 by 96 inches.
  - 3. Products:
    - a. DuPont de Nemours, Inc: [building.dupont.com/#sle](http://building.dupont.com/#sle).

- b. Basis-of-Design: GAF; EnergyGuard Polyiso Insulation: [www.gaf.com/#sle](http://www.gaf.com/#sle).
- c. Johns Manville: [www.jm.com/#sle](http://www.jm.com/#sle).
- d. Mule-Hide Products Co, Inc: [www.mulehide.com/#sle](http://www.mulehide.com/#sle).
- e. Versico Roofing Systems; 20-psi VersiCore: [www.versico.com/#sle](http://www.versico.com/#sle).
- f. Approved Equal.
- g. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.05 ACCESSORIES**

- A. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
- B. Membrane Adhesive: As recommended by membrane manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

### **3.02 INSTALLATION, GENERAL**

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

### **3.03 INSTALLATION - MEMBRANE**

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Overlap edges and ends and seal seams by contact adhesive, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- D. At intersections with vertical surfaces:
  - 1. Extend membrane over cant strips and up a minimum of 4 inches onto vertical surfaces.
  - 2. Fully adhere flexible flashing over membrane and up to nailing strips.
- E. Around roof penetrations, seal flanges and flashings with flexible flashing.
- F. Coordinate installation of roof drains and related flashings.

### **3.04 CLEANING**

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

**3.05 PROTECTION**

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

**END OF SECTION**

**SECTION 07 62 00**  
**SHEET METAL FLASHING AND TRIM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.

**1.02 REFERENCE STANDARDS**

- A. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- C. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- D. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- E. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- F. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Samples: Submit two samples, 2 by 2 inches in size, illustrating metal finish color.

**1.04 QUALITY ASSURANCE**

- A. Perform work in accordance with SMACNA Architectural Sheet Metal Manual requirements and standard details, except as otherwise indicated.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

**PART 2 PRODUCTS**

**2.01 PREFINISHED ALUMINUM SHEETS**

- A. Aluminum Sheet Substrates: ASTM B209/B209M, alloy and temper as recommended by manufacturer for application.
- B. Superior Performance Organic Coating System: Comply with AAMA 2605 for aluminum preparation, pretreatment, primer and finish coat system; provide thermally cured 70-percent PVDF fluoropolymer systems; tested for weathering for 10 years with 5 delta units color change maximum.
  - 1. Color: Classic Bronze.

**2.02 ACCESSORIES**

- A. Fasteners: Stainless steel, with soft neoprene washers.
- B. Plastic Cement: ASTM D4586, Type I.

**2.03 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.

- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.

#### **2.04 ACCESSORIES**

- A. Primer: Zinc chromate type.
- B. Concealed Sealants: Non-curing butyl sealant.
- C. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- D. Plastic Cement: ASTM D4586/D4586M, Type I.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

#### **3.02 PREPARATION**

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

#### **3.03 INSTALLATION**

- A. Conform to drawing details.
- B. Secure flashings in place using concealed fasteners. Use exposed fasteners only where permitted.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.

**END OF SECTION**

**SECTION 07 71 00  
ROOF SPECIALTIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Manufactured roof specialties, including copings and fascias.

**1.02 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); 2022.
- B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems; 2017.
- C. NRCA (RM) - The NRCA Roofing Manual; 2023.

**1.03 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 samples, 4 by 4 inches, illustrating component shape, finish, and color.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Roof Edge Flashings and Copings:
  - 1. Basis-of-Design: New Castle Metal: [www.newcastlemetal.com](http://www.newcastlemetal.com)
  - 2. ATAS International, Inc: [www.atas.com/#sle](http://www.atas.com/#sle).
  - 3. Drexel Metals Inc: [www.drexmet.com/#sle](http://www.drexmet.com/#sle).
  - 4. Hickman Edge Systems: [www.hickmanedgesystems.com/#sle](http://www.hickmanedgesystems.com/#sle).
  - 5. Metal-Era Inc: [www.metalera.com/#sle](http://www.metalera.com/#sle).
  - 6. Metal Roofing Systems, Inc: [www.metalroofingsystems.biz/#sle](http://www.metalroofingsystems.biz/#sle).
  - 7. Or approved equal.

**2.02 COMPONENTS**

- A. Fascia: Factory fabricated to sizes required; corners mitered; concealed fasteners.
  - 1. Configuration: Concealed continuous hold down cleat at exterior face; 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: 6 inches.
  - 5. Material: Formed aluminum sheet, 0.040 inch thick, minimum.
  - 6. Color: Classic Bronze.
  - 7. Products:
    - a. Basis-of-Design: New Castle Metal: Fascia LT.: [www.newcastlemetal.com](http://www.newcastlemetal.com)
    - b. ATAS International, Inc; Rapid-Lok Fascia: [www.atas.com/#sle](http://www.atas.com/#sle).
    - c. Hickman Edge Systems: [www.hickmanedgesystems.com/#sle](http://www.hickmanedgesystems.com/#sle).
    - d. Metal-Era Inc: [www.metalera.com/#sle](http://www.metalera.com/#sle).

**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. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.

### **3.02 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 components of this section with installation of roofing membrane and base flashings.
- E. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.

**END OF SECTION**

## **SECTION 07 90 05 JOINT SEALERS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Sealants and joint backer rods.
- B. Precompressed foam sealers.

#### **1.02 RELATED REQUIREMENTS**

#### **1.03 REFERENCE STANDARDS**

- A. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- D. ASTM D1056 - Standard Specification for Flexible Cellular Materials—Sponge or Expanded Rubber; 2020.
- E. ASTM D1667 - Standard Specification for Flexible Cellular Materials—Poly (Vinyl Chloride) Foam (Closed-Cell); 2022.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with other sections referencing this section.

#### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations, and color availability.
- C. Samples: Submit two samples, 2 x 1/2 in size illustrating sealant colors for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures, surface preparation, and perimeter conditions requiring special attention.

#### **1.06 QUALITY ASSURANCE**

- A. Maintain one copy of each referenced document covering installation requirements on site.

#### **1.07 FIELD CONDITIONS**

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

#### **1.08 COORDINATION**

- A. Coordinate the work with all sections referencing this section.

#### **1.09 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a two year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Polyurethane Sealants:
  - 1. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 2. Bostik, Inc [www.bostik-us.com](http://www.bostik-us.com)
  - 3. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
  - 4. Substitutions:

- B. Acrylic Sealants (ASTM C920):
  - 1. Pecora Corporation; [www.pecora.com](http://www.pecora.com).
  - 2. Tremco, Inc [www.tremcosealants.com](http://www.tremcosealants.com).
  - 3. Bostik, Inc. [www.bostik-us.com](http://www.bostik-us.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Preformed Compressible Foam Sealers and backer rods:
  - 1. Sandell Manufacturing Company, Inc: [www.sandellmfg.com](http://www.sandellmfg.com).
  - 2. Emseal Joint Systems, Ltd.
  - 3. Dayton Superior Corporation: [www.daytonsuperior.com](http://www.daytonsuperior.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.02 SEALANTS

- A. Sealants and Primers - General: Provide only products having lower volatile organic compound (VOC) content than required by South Coast Air Quality Management District Rule No.1168.
- B. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
  - 1. Color: Standard colors matching finished surfaces.
  - 2. Applications: Use for:
    - a. Control, expansion, and soft joints in masonry.
    - b. Joints between concrete and other materials.
    - c. Joints between metal frames and other materials.
    - d. Other exterior joints for which no other sealant is indicated.
  - 3. Polyurethane Products:
    - a. Pecora Corporation; DynaTrol II General Purpose Two Part Polyurethane Sealant: [www.pecora.com](http://www.pecora.com).
    - b. BASF Construction Chemicals-Building Systems: [www.buildingsystems.basf.com](http://www.buildingsystems.basf.com).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Type 2 - Exterior Expansion Joint Sealer: ASTM D 2628, hollow neoprene (polychloroprene) compression gasket.
  - 1. Black color.
  - 2. Size and Shape: . As indicated by drawings.
  - 3. Product: Poly seal manufactured by Sandell mfg.
  - 4. Applications: Use for:
    - a. Exterior wall expansion joints.

## 2.03 ACCESSORIES

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- C. Joint Backing: Round foam rod compatible with sealant; ASTM D 1667, closed cell PVC; oversized 30 to 50 percent larger than joint width.
- D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that substrate surfaces and joint openings are ready to receive work.
- B. Verify that joint backing and release tapes are compatible with sealant.

### 3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean and prime joints in accordance with manufacturer's instructions.

- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Protect elements surrounding the work of this section from damage or disfigurement.

### **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. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
  - 1. Width/depth ratio of 2:1.
  - 2. Neck dimension no greater than 1/3 of the joint width.
  - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker where joint backing is not used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- H. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- I. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.

### **3.04 CLEANING**

- A. Clean adjacent soiled surfaces.

### **3.05 PROTECTION**

- A. Protect sealants until cured.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 08 31 00  
ACCESS DOORS AND PANELS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Ceiling-mounted access units.

**1.02 REFERENCE STANDARDS**

- A. ASTM A240/A240M - Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2023.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide sizes, types, finishes, hardware, scheduled locations, and details of adjoining work.
- C. Manufacturer's Installation Instructions: Indicate installation requirements.

**PART 2 PRODUCTS**

**2.01 CEILING-MOUNTED ACCESS UNITS**

- A. Manufacturers:
  - 1. Activar Construction Products Group, Inc. - JL Industries: [www.activarcpg.com/#sle](http://www.activarcpg.com/#sle).
  - 2. ACUDOR Products Inc: [www.acudor.com/#sle](http://www.acudor.com/#sle).
  - 3. Best Access Doors: [www.bestaccessdoors.com/#sle](http://www.bestaccessdoors.com/#sle).
  - 4. Cendrex, Inc: [www.cendrex.com/#sle](http://www.cendrex.com/#sle).
  - 5. Or approved equal.
- B. Ceiling-Mounted Units: Factory-fabricated door and frame, fully assembled units with corner joints welded, filled and ground flush; square and without rack or warp; coordinate requirements with type of installation assembly being used for each unit.
  - 1. Material: Stainless steel.
  - 2. Style: Exposed frame with door surface flush with frame surface.
  - 3. Door Style: Single thickness with rolled or turned in edges.
  - 4. Frames: 16-gauge, 0.0598-inch minimum thickness.
  - 5. Stainless Steel Finish: No.4 brushed finish.
  - 6. Door/Panel Size: As indicated on the drawings.
  - 7. Hardware:
    - a. Latch/Lock: Tamperproof tool-operated cam latch.
    - b. Gasketing: Extruded neoprene, around perimeter of door panel.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that rough openings are correctly sized and located.
- B. Begin installation only after substrates have been properly prepared, and if the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

**3.02 PREPARATION**

- A. Clean surfaces thoroughly prior to proceeding with this work.
- B. Prepare surfaces using methods recommended by manufacturer for applicable substrates in accordance with project conditions.

**3.03 INSTALLATION**

- A. Install units in accordance with manufacturer's instructions.
- B. Install frames plumb and level in openings, and secure units rigidly in place.

- C. Position units to provide convenient access to concealed equipment when necessary.

**END OF SECTION**

**SECTION 09 90 00  
PAINTING AND COATING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Surface preparation.
- B. Field application of paints.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions.

**1.03 REFERENCE STANDARDS**

- A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all 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.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.

**1.05 MOCK-UP**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Locate where directed.
- C. Mock-up may remain as part of the work.

**1.06 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 minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

**1.07 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. Paints:

1. Behr Process Corporation: [www.behr.com/#sle](http://www.behr.com/#sle).
2. Diamond Vogel Paints: [www.diamondvogel.com/#sle](http://www.diamondvogel.com/#sle).
3. Duron, Inc: [www.duron.com/#sle](http://www.duron.com/#sle).
4. Benjamin Moore & Co: [www.benjaminmoore.com/#sle](http://www.benjaminmoore.com/#sle).
5. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
6. Pratt & Lambert Paints: [www.prattandlambert.com/#sle](http://www.prattandlambert.com/#sle).
7. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
8. Or Approved Equal.

D. Substitutions: See Section 01 60 00 - Product Requirements.

## **2.02 PAINTS AND COATINGS - GENERAL**

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
  1. Provide paints and coatings 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.
  2. Supply each coating material in quantity required to complete entire project's work from a single production run.
  3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Colors: To be selected from manufacturer's full range of available colors.
  1. Selection to be made by Architect after award of contract.

## **2.03 PAINT SYSTEMS - EXTERIOR**

- A. All Exterior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including cement board.
  1. Preparation as specified by manufacturer.
  2. Two top coats and one coat primer recommended by manufacturer.
  3. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, 214.
  4. Flat: MPI gloss level 1; use this sheen for overhead surfaces.
  5. Eggshell: MPI gloss level 3; use this sheen at all locations.
  6. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
  7. Primer(s): As recommended by manufacturer of top coats.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
  1. Plaster and Stucco: 12 percent.
  2. Masonry, Concrete, and Concrete Unit Masonry: 12 percent.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to coating 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 or 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. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- G. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- H. Aluminum Surfaces to be Painted: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Shop-Primed Steel Surfaces to be Finish Painted: 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.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. 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.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 14 92 00  
PNEUMATIC TUBE SYSTEM**

**PART 1 GENERAL**

**1.01 RELATED REQUIREMENTS**

- A. Section 26 05 19: Low Voltage Electrical Power Conductors & Cables.
- B. Section 26 05 26: Grounding and Bonding for Electrical Systems.
- C. Section 26 05 33.13: Conduit for Electrical Systems
- D. Section 26 05 33.16: Boxes for Electrical Systems.
- E. Section 26 05 83: Wiring Connections.

**1.02 REFERENCE STANDARDS**

- A. NFPA 82 - Standard on Incinerators and Waste and Linen Handling Systems and Equipment; 2019.

**1.03 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data: On each component, indicating which options are provided.
- C. Shop Drawings: Provide detailed layout of tube and components, indicating interface with structure, enclosing walls, and utilities; include the following:
  - 1. Openings in walls and required clearances.
  - 2. Location and size of each field connection to structure.
  - 3. Pipe sizes and locations.
  - 4. Electrical wiring sizes, conduits, and location of connections.
  - 5. Clearly indicate components required but not furnished by tube installer.
- D. Test Reports: Submit for each test/inspection.
- E. Maintenance contract.
- F. The manufacturer shall provide training materials that explain how to use the system.
- G. The manufacturer shall provide a list of recommended spare parts.
- H. Executed warranty.
  - 1. Provide written instructions for preventative maintenance and service requirements necessary to maintain warranty.

**1.04 DEFINITIONS**

- A. Blower – Electro-mechanical industrial compressor blower assemblies that create air pressure and vacuum to propel carriers through steel tubing.
- B. Blower Group – An interconnected set of 2 or more blowers along with a set of forward and reverse facing diverters, configured to allow any one blower to handle a transaction from start to finish.
- C. Carrier – Reusable plastic containers that hold and protect contents sent through a pneumatic tube system.
- D. Station – Electro-mechanical device that is used to send and receive carriers. Stations shall meet the ADA Standard for Accessible Design for Forward Reach (section 308.2) and Side Reach (section 308.3).
- E. Transaction – The act of sending an item or items in a carrier between two stations.

**1.05 QUALITY ASSURANCE**

- A. All equipment shall be furnished by an approved system manufacturer.
- B. All equipment supplied must be listed with UL (formerly Underwriters Laboratory) and meet UL's 60950-1 Standard for Information Technology Equipment.

- C. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- D. The manufacturer shall ensure that all parts and equipment will be available for a minimum of seven (7) years following the system acceptance. If a part is discontinued before 7 years, the manufacturer shall offer a replacement of equal or greater quality.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. See Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.

#### **1.07 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for mechanical equipment and electronic equipment for 2-years. Complete forms in Owner's name and register with manufacturer. During the warranty period, any defective part(s) returned to the manufacturer shall be repaired or replaced at the manufacturer's discretion. The written warranty provided by the manufacturer shall supersede this section and outline the specific details of coverage.
- C. Extended Correction Period: Correct defective work within 2-year period commencing on Date of Substantial Completion.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Basis of Design: VAT 21GX by Diebold Nixdorf.
- B. Or approved equal.
- C. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Source Limitations: Furnish products produced by single manufacturer and obtained from single supplier.

#### **2.02 SYSTEM PERFORMANCE**

- A. Simple point to point connection.
- B. Exterior drive-thru lane upsend.

#### **2.03 TUBING**

- A. Tubing shall be 4 1/2" diameter steel.
- B. Tubing bends shall have a 48" centerline radius and be made from the same material with the same characteristics as the straight tubing.
- C. Tubing shall be round and maintain a uniform cross section throughout its length.
- D. All joints shall be airtight and secured with glue, tape and mechanical fasteners as required.

#### **2.04 BLOWERS**

- A. Blowers shall be regenerative, factory assembled and tested -- and include air shifter assemblies, vibration isolators, screen boxes and motor starters with thermal overload protection.
- B. Blowers shall provide vacuum and pressure sufficient to propel carriers a minimum of 22 feet per second.
- C. Blowers shall include electronics that sense the presence of pressure and vacuum.
- D. Blowers shall turn off when not in use to conserve energy.
- E. Blowers must be UL Listed.

#### **2.05 STATIONS**

- A. Mechanical and General Attributes

1. Stations shall be placed above a countertop. The specific station style provided shall be based on the overall system design as specified by the architect or other designer designated by the owner. When a specific station style is not designated, the tube system manufacturer shall choose a style based on anticipated user and facility needs. When counter mounted, the counter shall be provided by others.
2. Stations shall meet the ADA Standard for Accessible Design for Forward Reach (section 308.2) and Side Reach (section 308.3), enabling a wheelchair user to send and receive carriers.
3. The station shall provide an air cushion for arriving carriers.
4. The station must be UL Listed.
5. The station shall be installed using industry standard methods for securing the station to the floor or counter.
6. The station's carrier receiving bin shall be accessible from the front and present carriers in the order they arrive so that the carrier sitting in the bin the longest is the first to be retrieved.
7. The station shall be constructed to minimize noise.
8. All mechanical and electronic components shall be accessible and/or removable for repair or replacement from the front of the station without the use of a lift or other mechanical aid.
9. Remove and dispose of existing VAT 21s for Lane 1 and 2, including customer terminals, teller terminals, blowers, tubing, controllers, audio system, video systems, and relevant low voltage wiring
10. Provide and install new steel tubing with Plenum Kit to remote teller terminal blowers to the canopy.
11. Provide and install three new VAT 21GX Systems including customer terminals, teller terminals, blowers, controllers, tube heaters, and door rail heaters.
12. Provide and install new 816 Audio System with three teller audio control modules speaking to three lanes of drive-up.
  - a. Install audio switcher where old audio system was removed.
  - b. Install two ACM at Window and two ACM at exterior.
13. Provide and install one-way VAT video system including four VAT 21GX Cameras and three 15" teller monitors.
  - a. Install video switcher where old switcher was removed.
  - b. Install three teller monitors at the drive-up window.
  - c. Provide option to upgrade from one-way video to two-way video.

## **2.06 CARRIERS**

- A. The carriers shall have a diameter compatible with the tube size to ensure a proper seal.
  1. The carriers shall be constructed of two plastic halves -- with one half clear and the other opaque.
  2. System carriers shall be leak resistant with a gasket that seals the carrier when in the closed position.
  3. The carriers shall be side opening and travel bi-directionally.
  4. The carriers shall use nylon monofilament glide bands that include static-reducing copper filament.
  5. The glide band, latches and hinges shall be replaceable.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install and equipment in accordance with NFPA 82, requirements of local authorities having jurisdiction (AHJ), and manufacturer's instructions.
- B. Unless specifically excluded, the manufacturer shall provide all labor, material, equipment and supplies required to install the system.
- C. The manufacturer shall conform to appropriate building codes and standards.

- D. The manufacturer shall install all equipment required to create a working system that meets or exceeds this specification.
- E. The manufacturer shall install all equipment so that it is accessible for maintenance.

**3.02 SYSTEM HANDOVER**

- A. The manufacturer, upon completion of the installation, shall test the system in the presence of the owner or owner representative. The test shall confirm that all equipment is functional, and all work has been executed in accordance with this specification.
- B. The manufacturer shall repair, replace or rework any part of the system that fails the test.

**3.03 TRAINING AND SUPPORT**

- A. Manufacturer Services: Provide services of manufacturer's field representative to perform systems startup.

**3.04 CLEANING**

- A. After completion of enclosing walls, clean exposed facility chute components; do not remove testing agency labels.
- B. Remove all construction debris.

**END OF SECTION**

**SECTION 26 05 05  
SELECTIVE DEMOLITION FOR ELECTRICAL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical demolition.

**PART 3 EXECUTION**

**2.01 EXAMINATION**

- A. Verify that abandoned wiring and equipment serve only abandoned facilities.
- B. Report discrepancies to Architect before disturbing existing installation.
- C. Beginning of demolition means installer accepts existing conditions.

**2.02 PREPARATION**

- A. Disconnect electrical systems in walls, floors, and ceilings to be removed.
- B. Coordinate utility service outages with utility company.
- C. Provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, use personnel experienced in such operations.

**2.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. Remove, relocate, and extend existing installations to accommodate new construction.
- B. Remove abandoned wiring to source of supply.
- C. Remove exposed abandoned conduit, including abandoned conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.
- D. Disconnect abandoned outlets and remove devices. Remove abandoned outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets that are not removed.
- E. Disconnect and remove abandoned panelboards and distribution equipment.
- F. Disconnect and remove electrical devices and equipment serving utilization equipment that has been removed.
- G. Disconnect and remove abandoned luminaires. Remove brackets, stems, hangers, and other accessories.
- H. Repair adjacent construction and finishes damaged during demolition and extension work.
- I. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 26 05 19**  
**LOW VOLTAGE ELECTRICAL POWER CONDUCTORS & 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. Wire pulling lubricant.

**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 (Reapproved 2017).
- 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; 2017.
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- G. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.
- I. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- J. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- K. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- M. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- N. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- O. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- P. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.
- Q. UL 1569 - Metal-Clad Cables; 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 Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. 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.
- C. Product Data: Provide for each cable assembly type.
- D. Test Reports: Indicate procedures and values obtained.
- E. Design Data: Indicate voltage drop and ampacity calculations for aluminum conductors substituted for copper conductors. Include proposed modifications to raceways, boxes, wiring gutters, enclosures, etc. to accommodate substituted conductors.
- F. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- G. Project Record Documents: Record actual locations of components and circuits.

#### **1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

#### **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 Architect and obtain direction before proceeding with work.

### **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. Metal-clad cable is permitted only as follows:
  1. Where not otherwise restricted, may be used:
    - a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
      - 1) Maximum Length: 6 feet.
- D. Concealed Dry Interior Locations: Use only building wire in raceway type THHN/THHW.
- E. Exposed Dry Interior Locations: Use only building wire in raceway type THHN/THHW.
- F. Above Accessible Ceilings: Use only building wire in raceway type THHN.
- G. Wet or Damp Interior Locations: Use only building wire in raceway type THW.
- H. Exterior Locations: Use only building wire in raceway type THHW.

- I. Use solid conductor for feeders and branch circuits 10 AWG and smaller.
- J. Use solid conductors for control circuits.
- K. Use conductor not smaller than 12 AWG for power and lighting circuits.
- L. Use conductor not smaller than 16 AWG for control circuits.
- M. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
- N. Use 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.

## 2.02 CONDUCTOR AND CABLE MANUFACTURERS

- A. Cerro Wire LLC: [www.cerrowire.com](http://www.cerrowire.com).
- B. Southwire Company: [www.southwire.com](http://www.southwire.com).
- C. Substitutions:

## 2.03 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.
- C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- D. Comply with NEMA WC 70.
- E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- G. Conductors for Grounding and Bonding: Also comply with Section 26 05 26 - Grounding and Bonding for Electrical Systems.
- H. 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/B 787M unless otherwise indicated.
  - 3. Tinned Copper Conductors: Comply with ASTM B33.
- I. Minimum Conductor Size: 12 AWG.
  - 1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 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.
      - 3) 20 A, 277 V circuits longer than 150 feet: 10 AWG, for voltage drop.
  - 2. Control Circuits: 14 AWG.
- J. 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. 480Y/277 V, 3 Phase, 4 Wire System:
      - 1) Phase A: Brown.
      - 2) Phase B: Orange.
      - 3) Phase C: Yellow.
      - 4) Neutral/Grounded: Gray.

- b. 208Y/120 V, 3 Phase, 4 Wire System:
  - 1) Phase A: Black.
  - 2) Phase B: Red.
  - 3) Phase C: Blue.
  - 4) Neutral/Grounded: White.
- c. Equipment Ground, All Systems: Green.
- d. 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.
- e. For control circuits, comply with manufacturer's recommended color code.

#### **2.04 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. Southwire Company: [www.southwire.com/#sle](http://www.southwire.com/#sle).
    - d. 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.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
  - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
- F. Conductor: Copper.
  - 1. For Sizes Smaller Than 4 AWG: Copper.
  - 2. For Sizes 4 AWG and Larger: Copper.
- G. Insulation Voltage Rating: 600 volts.
- H. Insulation: NFPA 70, Type THHW/THWN/THHN/THW.
- I. Insulation: Thermoplastic material rated 75/90 degrees C.

#### **2.05 METAL-CLAD CABLE**

- A. **The use of MC cabling is not permitted. The only exception is from a junction box to a lighting fixture at a maximum length of 6'-0".**
- B. 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. Substitutions: See Section 01 60 00 - Product Requirements.
- C. 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.
- D. Conductor Stranding:
  - 1. Size 10 AWG and Smaller: Solid.
  - 2. Size 8 AWG and Larger: Stranded.
- E. Insulation Voltage Rating: 600 V.
- F. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.
- G. Provide dedicated neutral conductor for each phase conductor where indicated or required.

- H. Grounding: Full-size integral equipment grounding conductor.
- I. Armor: Steel, interlocked tape.
- J. Provide PVC jacket applied over cable armor where indicated or required for environment of installed location.
- K. Insulation Temperature Rating: 75/90 degrees C.

## 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. Connectors for Grounding and Bonding: Comply with Section 26 05 26 - Grounding and Bonding For Electrical Systems.
- C. 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.
- D. 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).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- E. Mechanical Connectors: Provide bolted type or set-screw type.
- F. Compression Connectors: Provide circumferential type or hex type crimp configuration.

## 2.07 WIRING ACCESSORIES

- A. Electrical Tape:
  - 1. Manufacturers:
    - a. 3M: [www.3m.com/#sle](http://www.3m.com/#sle).
    - b. Plymouth Rubber Europa: [www.plymouthrubber.com/#sle](http://www.plymouthrubber.com/#sle).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
  - 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.
- B. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
  - 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).
- C. Split Bolt Connectors: Description: Connector suitable for copper to copper connection tested and listed to UL 486A requirements. Black burn type-H or equal.
  - 1. Product: Thomas R Betts or equal
  - 2. Substitutions: See Section 01 6000 - Product Requirements.

- D. Spring Wire Connectors: Description: Flame retardant thermoplastic shell with plated steel square wire spring gated for 105 degrees C, 600 volts, Thomas and Betts fixed spring wire connectors or equal.

### **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 shown on the drawings.
- 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. Unless dimensioned, circuit routing indicated is diagrammatic.
  - 2. When circuit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Arrange circuiting to minimize splices.
- B. Install products in accordance with manufacturer's instructions.
- C. Install conductors and cable in a neat and workmanlike manner in accordance with NECA 1.
- D. Install metal-clad cable (Type MC) in accordance with NECA 120.
- E. Installation in Raceway:
  - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
  - 2. Pull all conductors and cables together into raceway at same time.
  - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
  - 4. 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.
- H. Terminate cables using suitable fittings.
  - 1. Metal-Clad Cable (Type MC):
    - a. Use listed fittings.
    - b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.
- I. Install conductors with a minimum of 12 inches of slack at each outlet.
- J. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

- K. 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.
- L. 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.
- M. Insulate ends of spare conductors using vinyl insulating electrical tape.
- N. 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.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00 - Firestopping.
- P. 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.
- Q. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.
- R. Route wire and cable as required to meet project conditions.
  - 1. Wire and cable routing indicated is approximate unless dimensioned.
  - 2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.
  - 3. Include wire and cable of lengths required to install connected devices within 10 ft of location shown.
- S. Use wiring methods indicated.
- T. Pull all conductors into raceway at same time.
- U. Use suitable wire pulling lubricant for building wire 4 AWG and larger.
- V. Protect exposed cable from damage.
- W. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure or ceiling suspension system. Do not rest cable on ceiling panels.
- X. Use suitable cable fittings and connectors.
- Y. Neatly train and lace wiring inside boxes, equipment, and panelboards.
- Z. Clean conductor surfaces before installing lugs and connectors.
- AA. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
- BB. Use suitable reducing connectors or mechanical connector adaptors for connecting aluminum conductors to copper conductors.
- CC. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.
- DD. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

- EE. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
- FF. Identify and color code wire and cable under provisions of Section 26 0553. Identify each conductor with its circuit number or other designation indicated.

**3.04 FIELD QUALITY CONTROL**

- A. Perform inspection, testing, and adjusting in accordance with Section 01 40 00.
- B. Perform field inspection and testing in accordance with Section 01 4000.
- C. Inspect and test in accordance with NETA STD ATS, except Section 4.
- D. Perform inspections and tests listed in NETA STD 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.
- E. Correct deficiencies and replace damaged or defective conductors and cables.
- F. Perform inspections and tests listed in NETA STD ATS, Section 7.3.2.

**END OF SECTION**

**SECTION 26 05 26**  
**GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.

**1.02 REFERENCE STANDARDS**

- A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Verify exact locations of underground metal water service pipe entrances to building.
  - 2. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- C. Shop Drawings:
- D. Project Record Documents: Record actual locations of grounding electrode system components and connections.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

**PART 2 PRODUCTS**

**2.01 GROUNDING AND BONDING REQUIREMENTS**

- A. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- D. Grounding System Resistance:

1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.
3. Between Grounding Electrode System and Major Electrical Equipment Frames, System Neutral, and Derived Neutral Points: Not greater than 0.5 ohms, when tested using "point-to-point" methods.

## **2.02 GROUNDING AND BONDING COMPONENTS**

- A. General Requirements:
  1. Provide products listed, classified, and labeled as suitable for the purpose intended.
  2. Provide products listed and labeled as complying with UL 467 where applicable.
- B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
  1. Use insulated copper conductors unless otherwise indicated.
    - a. Exceptions:
      - 1) Use bare copper conductors where installed underground in direct contact with earth.
      - 2) Use bare copper conductors where directly encased in concrete (not in raceway).
- C. Connectors for Grounding and Bonding:
  1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
  2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
  3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- 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. Perform work in accordance with NECA 1 (general workmanship).
- C. Make grounding and bonding connections using specified connectors.
  1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
  2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
  3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
  4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
  5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- D. Identify grounding and bonding system components in accordance with Section 26 05 53.

**3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 26 05 29  
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

**1.02 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- 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; 2015.
- D. MFMA-4 - Metal Framing Standards Publication; 2004.
- E. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- 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.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
  - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
  - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
  - 4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 30 00.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems, non-penetrating rooftop supports, and post-installed concrete and masonry anchors.
- C. Installer's Qualification Statement: Include evidence of compliance with specified requirements.
- D. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

**1.05 QUALITY ASSURANCE**

- A. Comply with NFPA 70.
- B. Comply with applicable building code.

- C. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- 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 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. Requirements of authorities having jurisdiction.
  - 2. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 3. Provide products listed, classified, and labeled as suitable for the 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 4. 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 the 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, clamps, etc. suitable for the conduit or cable to be supported.
  - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
  - 2. Conduit Clamps: Bolted type unless otherwise indicated.
  - 3. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
    - c. O-Z/Gedney, a brand of Emerson Electric Co: [www.emerson.com/#sle](http://www.emerson.com/#sle).
    - d. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
  - 1. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Erico International Corporation: [www.erico.com/#sle](http://www.erico.com/#sle).
    - c. O-Z/Gedney, a brand of Emerson Electric Co: [www.emerson.com/#sle](http://www.emerson.com/#sle).

- d. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
  - e. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
1. Comply with MFMA-4.
  2. Channel (Strut) Used as Raceway (only where specifically indicated): Listed and labeled as complying with UL 5B.
  3. 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.
  4. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch.
  5. Minimum Channel Dimensions: 1-5/8 inch width by 1-5/8 inch height.
  6. Manufacturers:
    - a. Cooper B-Line, a division of Eaton Corporation: [www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - c. Unistrut, a brand of Atkore International Inc: [www.unistrut.com/#sle](http://www.unistrut.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
- 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. Busway Supports: 1/2 inch diameter.
    - c. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch diameter.
    - d. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch diameter.
    - e. Trapeze Support for Multiple Conduits: 3/8 inch diameter.
    - f. Outlet Boxes: 1/4 inch diameter.
    - g. Luminaires: 1/4 inch diameter.
- F. Anchors and Fasteners:
1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
  2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
  3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
  4. Hollow Masonry: Use toggle bolts.
  5. Hollow Stud Walls: Use toggle bolts.
  6. Steel: Use beam clamps, machine bolts, or welded threaded studs.
  7. Sheet Metal: Use sheet metal screws.
  8. Wood: Use wood screws.
  9. Plastic and lead anchors are not permitted.
  10. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
    - a. Comply with MFMA-4.
    - b. Channel Material: Use galvanized steel.
    - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.

## **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. Perform work in accordance with NECA 1 (general workmanship).
- C. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
- D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.
- E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.
- F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.
- G. 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. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
- H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION**

**SECTION 26 05 33.13  
CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Flexible metal conduit (FMC).
- C. Liquidtight flexible metal conduit (LFMC).
- D. Electrical metallic tubing (EMT).
- E. Rigid polyvinyl chloride (PVC) conduit.
- F. Conduit fittings.
- G. Accessories.
- H. Conduit, fittings and conduit bodies.

**1.02 REFERENCE STANDARDS**

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2015.
- B. ANSI C80.3 - American National Standard for Electrical Metallic Tubing -- Steel (EMT-S); 2015.
- C. ANSI C80.5 - American National Standard for Electrical Rigid Metal Conduit -- Aluminum (ERMC-A); 2015.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- F. NECA 111 - Standard for Installing Nonmetallic Raceways (RNC, ENT, LFNC); 2003.
- G. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- H. UL 1 - Flexible Metal Conduit; Current Edition, Including All Revisions.
- I. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- J. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
- K. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- L. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.
- M. UL 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
  - 2. Coordinate the arrangement of conduits with structural members, ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
  - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
  - 4. Coordinate the work with other trades to provide roof penetrations that preserve the integrity of the roofing system and do not void the roof warranty.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
  - 1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

#### **1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- C. 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.
- D. 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.
- E. Product Data: Provide for metallic conduit and flexible metal conduit.
- F. Samples of Materials Actually Delivered to Site:
  - 1. Two pieces each of conduit, 2 feet long.
- G. Project Record Documents: Accurately record actual routing of conduits larger than 2 inches.

#### **1.05 QUALITY ASSURANCE**

- A. Conform to 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.
- D. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

#### **1.06 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.
- D. Protect PVC conduit from sunlight.

### **PART 2 PRODUCTS**

#### **2.01 CONDUIT APPLICATIONS**

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a 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.
- D. Concealed Within Masonry Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).
- E. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit or electrical metallic tubing (EMT).

- F. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
- G. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- H. Connections to Vibrating Equipment:
  - 1. Dry Locations: Use flexible metal conduit.
  - 2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
  - 3. Maximum Length: 6 feet unless otherwise indicated.
  - 4. Vibrating equipment includes, but is not limited to:
    - a. Transformers.
    - b. Motors.
    - c. HVAC equipment.

## 2.02 CONDUIT REQUIREMENTS

- A. Fittings for Grounding and Bonding: Also comply with Section 26 05 26 - Grounding and Bonding For Electrical Systems.
- B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- C. Provide products listed, classified, and labeled by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
  - 1. Branch Circuits: 3/4 inch (21 mm) trade size.
  - 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
  - 3. Control Circuits: 3/4 inch ( 21 mm) trade size.
  - 4. Underground, Interior: 3/4 inch (21 mm) trade size.
  - 5. Underground, Exterior: 1 inch (27 mm) trade size.
- E. 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: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  - 2. Republic Conduit: [www.republic-conduit.com/#sle](http://www.republic-conduit.com/#sle).
  - 3. Wheatland Tube Company: [www.wheatland.com/#sle](http://www.wheatland.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- 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. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 3. Material: Use steel or malleable iron.
  - 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

## 2.04 METAL CONDUIT

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedtube.com](http://www.alliedtube.com).
  - 2. Beck Manufacturing, Inc: [www.beckmfg.com](http://www.beckmfg.com).
  - 3. Wheatland Tube Company: [www.wheatland.com](http://www.wheatland.com).

- 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Rigid Steel Conduit: ANSI C80.1.
- C. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

## **2.05 FLEXIBLE METAL CONDUIT (FMC)**

- A. Manufacturers:
  - 1. AFC Cable Systems, Inc: [www.afcweb.com/#sle](http://www.afcweb.com/#sle).
  - 2. Electri-Flex Company: [www.electriflex.com/#sle](http://www.electriflex.com/#sle).
  - 3. International Metal Hose: [www.metalhose.com/#sle](http://www.metalhose.com/#sle).
  - 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 to be used.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).
    - b. O-Z/Gedney, a brand of Emerson Industrial Automation: [www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - c. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.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.
- 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/#sle](http://www.afcweb.com/#sle).
  - 2. Electri-Flex Company: [www.electriflex.com/#sle](http://www.electriflex.com/#sle).
  - 3. International Metal Hose: [www.metalhose.com/#sle](http://www.metalhose.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- 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. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
- D. Description: Interlocked steel construction with PVC jacket.
- E. Fittings: NEMA FB 1.

## **2.07 ELECTRICAL METALLIC TUBING (EMT)**

- A. Manufacturers:
  - 1. Allied Tube & Conduit: [www.alliedeg.com/#sle](http://www.alliedeg.com/#sle).
  - 2. Beck Manufacturing, Inc: [www.beckmfg.com](http://www.beckmfg.com).
  - 3. Wheatland Tube Company: [www.wheatland.com/#sle](http://www.wheatland.com/#sle).
- B. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- C. Fittings:
  - 1. Manufacturers:
    - a. Bridgeport Fittings Inc: [www.bptfittings.com/#sle](http://www.bptfittings.com/#sle).

- b. O-Z/Gedney, a brand of Emerson Industrial Automation:  
www.emersonindustrial.com/#sle.
- c. Thomas & Betts Corporation: www.tnb.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.
- 4. Connectors and Couplings: Use compression (gland) or set-screw type.
  - a. Do not use indenter type connectors and couplings.
- D. Fittings and Conduit Bodies: NEMA FB 1; steel set screw type.

## **2.08 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT**

- A. Manufacturers:
  - 1. Cantex Inc: www.cantexinc.com/#sle.
  - 2. Carlon, a brand of Thomas & Betts Corporation: www.carlon.com/#sle.
  - 3. AFC Cable Systems, Inc: www.afcweb.com.
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- 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.
- D. Description: NEMA TC 2; Schedule 40 PVC.
- E. Fittings and Conduit Bodies: NEMA TC 3.

## **2.09 ACCESSORIES**

- A. Corrosion Protection Tape: PVC-based, minimum thickness of 20 mil.
- B. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the 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 cord with average breaking strength of not less than 200 pound-force.
- E. Sealing Compound for Sealing Fittings: Listed for use with the particular fittings to be installed.
- F. Description: NEMA TC 2.
- G. Fittings and Conduit Bodies: NEMA TC 3.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on drawings.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.
- D. Verify routing and termination locations of conduit prior to rough-in.
- E. 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. Install conduit in a neat and workmanlike manner in accordance with NECA 1.
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- E. Conduit Routing:
  - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
  - 2. When conduit destination is indicated and routing is not shown, determine exact routing required.
  - 3. Conceal all conduits 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. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
  - 6. Arrange conduit to maintain adequate headroom, clearances, and access.
  - 7. Arrange conduit to provide no more than 150 feet between pull points.
  - 8. Route conduits above water and drain piping where possible.
  - 9. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
  - 10. Group parallel conduits in the same area together on a common rack.
- F. Conduit Support:
  - 1. Secure and support conduits 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. Do not provide support from piping, ductwork, or other systems.
  - 3. Use of wire for support of conduits is not permitted.
- G. Connections and Terminations:
  - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
  - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
  - 3. Use suitable adapters where required to transition from one type of conduit to another.
  - 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
  - 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
  - 6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
  - 7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- H. Penetrations:
  - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
  - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
  - 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
  - 4. Conceal bends for conduit risers emerging above ground.
  - 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.

6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  7. 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. Include proposed locations of penetrations and methods for sealing with submittals.
  8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00 - Firestopping.
- I. Underground Installation:
1. Minimum Cover, Unless Otherwise Indicated or Required:
    - a. Underground, Exterior: 24 inches.
  2. Provide underground warning tape in accordance with Section 26 05 53 - Identification For Electrical Systems along entire conduit length.
- J. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide concrete in accordance with Section 03 30 00 with minimum concrete cover of 3 inches on all sides unless otherwise indicated.
- K. 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 conduits are subject to earth movement by settlement or frost.
- L. 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.
- M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
  2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- N. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.
- O. Provide grounding and bonding in accordance with Section 26 05 26 - Grounding and Bonding For Electrical Systems.
- P. Identify conduits in accordance with Section 26 05 53 - Identification For Electrical Systems.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- 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 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. Install conduit securely, in a neat and workmanlike manner, as specified in NECA 1.
- C. Install steel conduit as specified in NECA 101.
- D. Install nonmetallic conduit in accordance with manufacturer's instructions.
- E. Arrange supports to prevent misalignment during wiring installation.
- F. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.
- G. Group related conduits; support using conduit rack. Construct rack using steel channel ; provide space on each for 25 percent additional conduits.
- H. Fasten conduit supports to building structure and surfaces under provisions of Section 26 0529.
- I. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.
- J. Do not attach conduit to ceiling support wires.
- K. Arrange conduit to maintain headroom and present neat appearance.
- L. Route exposed conduit parallel and perpendicular to walls.
- M. Route conduit installed above accessible ceilings parallel and perpendicular to walls.
- N. Route conduit in and under slab from point-to-point.
- O. Do not cross conduits in slab.
- P. Maintain adequate clearance between conduit and piping.
- Q. Maintain 12 inch clearance between conduit and surfaces with temperatures exceeding 104 degrees F.
- R. Cut conduit square using saw or pipecutter; de-burr cut ends.
- S. Bring conduit to shoulder of fittings; fasten securely.
- T. Join nonmetallic conduit using cement as recommended by manufacturer. Wipe nonmetallic conduit dry and clean before joining. Apply full even coat of cement to entire area inserted in fitting. Allow joint to cure for 20 minutes, minimum.
- U. Use conduit hubs to fasten conduit to sheet metal boxes in damp and wet locations and to cast boxes.
- V. Install no more than equivalent of three 90 degree bends between boxes. 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.
- W. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.
- X. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control, and expansion joints.
- Y. Provide suitable pull string in each empty conduit except sleeves and nipples.
- Z. Use suitable caps to protect installed conduit against entrance of dirt and moisture.
- AA. Ground and bond conduit under provisions of Section 26 0526 - Grounding and Bonding For Electrical Systems.

BB. Identify conduit under provisions of Section 26 0553 - Identification For Electrical Systems.

**3.06 INTERFACE WITH OTHER PRODUCTS**

A. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400 - Firestopping.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**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. Wall and ceiling outlet boxes.
- D. Pull and junction boxes.

**1.02 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- F. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports; 2013.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- J. UL 508A - Industrial Control Panels; 2013.
- K. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

**1.03 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 Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.

- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for underground handhole enclosures, underground handhole enclosures, underground handhole enclosures, and underground handhole enclosures.
- C. Project Record Documents: Record actual locations for underground handhole enclosures, underground handhole enclosures, underground handhole enclosures, underground handhole enclosures, and underground handhole enclosures.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Keys for Lockable Enclosures: Two of each different key.
- E. Project Record Documents: Record actual locations and mounting heights of outlet, pull, and junction boxes on project record documents.

### **1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.

### **1.06 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 by Underwriter's Laboratories Inc. (UL) or testing firm acceptable to authority having jurisdiction as suitable for the purpose indicated.
  - 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 dry locations unless otherwise indicated or required.
  - 2. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
  - 3. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  - 4. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  - 5. Minimum Box Size, Unless Otherwise Indicated:
    - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 2-1/8 inch deep (100 by 54 mm) trade size.
  - 6. Manufacturers:
    - a. Cooper Crouse-Hinds, a division of Cooper Industries:  
[www.cooperindustries.com/#sle](http://www.cooperindustries.com/#sle).
    - b. Hubbell Incorporated; Bell Products: [www.hubbell-bell.com/#sle](http://www.hubbell-bell.com/#sle).
    - c. O-Z/Gedney, a brand of Emerson Industrial Automation:  
[www.emersonindustrial.com/#sle](http://www.emersonindustrial.com/#sle).
    - d. Thomas & Betts Corporation: [www.tnb.com/#sle](http://www.tnb.com/#sle).

- e. 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 EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  - 2. NEMA EN 10250 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. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
    - a. Provide lockable hinged covers, all locks keyed alike unless otherwise indicated.

## **2.02 MANUFACTURERS**

- A. Appleton Electric: [www.appletonelec.com](http://www.appletonelec.com).
- B. Unity Manufacturing: [www.unitymfg.com](http://www.unitymfg.com).
- C. Thomas and Betts
- D. Substitutions: Reco, Inc. See Section 01 6000 - Product Requirements.

## **2.03 OUTLET BOXES**

- A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.
  - 1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch male fixture studs where required.
  - 2. Concrete Ceiling Boxes: Concrete type.
- B. Nonmetallic Outlet Boxes: NEMA OS 2.
- C. Cast Boxes: NEMA FB 1, Type FD, aluminum. Provide gasketed cover by box manufacturer. Provide threaded hubs.

## **2.04 PULL AND JUNCTION BOXES**

- A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.
- B. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:
  - 1. Material: Galvanized cast iron; Cast Aluminum.
  - 2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on drawings.
- 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. Perform work in a neat and workmanlike manner in accordance with NECA 1 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. 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 boxes as required for devices installed under other sections or by others.
  4. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
  5. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.
- E. Box Supports:
1. Secure and support boxes in accordance with NFPA 70 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.
- F. Install boxes plumb and level.
- G. 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. 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.
- H. Install boxes as required to preserve insulation integrity.
- I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified by the NFPA or authority having jurisdiction.
- J. Close unused box openings.
- K. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
- L. Provide grounding and bonding in accordance with Section 26 05 26 - Grounding and Bonding For Electrical Systems.
- M. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.
- N. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.
- O. 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.
- P. Orient boxes to accommodate wiring devices oriented as specified in Section 26 2726 - Wiring Devices.
- Q. Maintain headroom and present neat mechanical appearance.
- R. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.
- S. Install boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400 - Firestopping.
- T. Coordinate mounting heights and locations of outlets mounted above counters, benches, and backsplashes.
- U. Locate outlet boxes to allow luminaires positioned as shown on reflected ceiling plan.
- V. Align adjacent wall mounted outlet boxes for switches, thermostats, and similar devices.
- W. Use stamped steel bridges to fasten flush mounting outlet box between studs.

- X. Install flush mounting box without damaging wall insulation or reducing its effectiveness.
- Y. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches of box.
- Z. Use gang box where more than one device is mounted together. Do not use sectional box.
- AA. Use cast outlet box in exterior locations exposed to the weather and wet locations.
- BB. Large Pull Boxes: Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

**3.03 ADJUSTING**

- A. Adjust floor boxes flush with finish flooring material.
- B. Adjust flush-mounting outlets to make front flush with finished wall material.
- C. 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.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 26 05 53  
IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Warning signs and labels.

**1.02 REFERENCE STANDARDS**

- A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2011.
- B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2011.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. NFPA 70E - Standard for Electrical Safety in the Workplace; 2017.
- E. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
  - 1. Do not conceal items to be identified, in locations such as above suspended ceilings, until identification products have been installed.
  - 2. Do not install identification products until final surface finishes and painting are complete.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.

**1.05 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.

**1.06 FIELD CONDITIONS**

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

**PART 2 PRODUCTS**

**2.01 IDENTIFICATION REQUIREMENTS**

- A. Identification for Equipment:
  - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
    - a. Switchboards:
      - 1) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    - b. Panelboards:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - 3) Identify power source and circuit number. Include location when not within sight of equipment.
      - 4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
      - 5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.

- c. Transformers:
  - 1) Identify power source and circuit number. Include location when not within sight of equipment.
  - 2) Identify load(s) served. Include location when not within sight of equipment.
- d. Enclosed switches, circuit breakers, and motor controllers:
  - 1) Identify voltage and phase.
  - 2) Identify power source and circuit number. Include location when not within sight of equipment.
  - 3) Identify load(s) served. Include location when not within sight of equipment.
2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
  - a. Service equipment.
  - b. Industrial control panels.
  - c. Motor control centers.
  - d. Elevator control panels.
  - e. Industrial machinery.
3. Arc Flash Hazard Warning Labels: Use warning labels to identify arc flash hazards for electrical equipment, such as switchboards, panelboards, industrial control panels, meter socket enclosures, and motor control centers that are likely to require examination, adjustment, servicing, or maintenance while energized.
  - a. Minimum Size: 3.5 by 5 inches.
  - b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
- B. Identification for Conductors and Cables:
  1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 05 19.
  2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
- C. Identification for Boxes:
  1. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
- D. Identification for Devices:
  1. Wiring Device and Wallplate Finishes: Comply with Section 26 27 26.
  2. Use identification label to identify fire alarm system devices.

## 2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
  1. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
    - b. Outdoor Locations: Use plastic, stainless steel, or aluminum nameplates suitable for exterior use.
  2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
    - a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
  3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.

4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
  5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
    - a. Use only for indoor locations.
  2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch by 2.5 inches.
  2. Legend:
    - a. Equipment designation or other approved description.
    - b. Other information as indicated.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height:
    - a. Equipment Designation: 1/2 inch.
    - b. Other Information: 1/4 inch.
  5. Color:
    - a. Normal Power System: White text on black background.
- D. Format for Receptacle Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
  2. Legend: Power source and circuit number or other designation indicated.
    - a. Include voltage and phase for other than 120 V, single phase circuits.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height: 3/16 inch.
  5. Color: Black text on clear background.
- E. Format for Control Device Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
  2. Legend: Load controlled or other designation indicated.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height: 3/16 inch.
  5. Color: Black text on clear background.
- F. Format for Fire Alarm Device Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
  2. Legend: Designation indicated and device zone or address.
  3. Text: All capitalized unless otherwise indicated.
  4. Minimum Text Height: 3/16 inch.
  5. Color: Red text on white background.

### **2.03 WARNING SIGNS AND LABELS**

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
1. Minimum Size: 7 by 10 inches unless otherwise indicated.
- C. Warning Labels:
1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
  2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.

3. Minimum Size: 2 by 4 inches unless otherwise indicated.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

#### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
  1. Surface-Mounted Equipment: Enclosure front.
  2. Flush-Mounted Equipment: Inside of equipment door.
  3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
  4. Elevated Equipment: Legible from the floor or working platform.
  5. Branch Devices: Adjacent to device.
  6. Interior Components: Legible from the point of access.
  7. Boxes: Outside face of cover.
  8. Conductors and Cables: Legible from the point of access.
  9. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing or epoxy cement.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Mark all handwritten text, where permitted, to be neat and legible.

#### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

**END OF SECTION**

**SECTION 26 05 83  
WIRING CONNECTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical connections to equipment.

**1.02 REFERENCE STANDARDS**

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2015).
- B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2016.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.03 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

**1.04 QUALITY ASSURANCE**

- A. Conform to requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

**1.05 COORDINATION**

- A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
- B. Determine connection locations and requirements.
- C. Sequence rough-in of electrical connections to coordinate with installation of equipment.
- D. Sequence electrical connections to coordinate with start-up of equipment.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
  - 1. Colors: Conform to 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. Disconnect Switches: As specified in Section 26 28 16.16 and in individual equipment sections.
- C. Wiring Devices: As specified in Section 26 27 26.
- D. Flexible Conduit: As specified in Section 26 05 33.13.
- E. Wire and Cable: As specified in Section 26 05 19.
- F. Boxes: As specified in Section 26 05 33.16.

**2.02 EQUIPMENT CONNECTIONS**

- A. As required by equipment manufacturer.

### **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.
- J. Coolers and Freezers: Cut and seal conduit openings in freezer and cooler walls, floor, and ceilings.

**END OF SECTION**

**SECTION 26 09 23  
LIGHTING CONTROL DEVICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

**1.02 REFERENCE STANDARDS**

- A. ANSI C136.10 - American National Standard for Roadway and Area Lighting Equipment - Locking-Type Photocontrol Devices and Mating Receptacles - Physical and Electrical Interchangeability and Testing; 2010.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- D. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 773A - Nonindustrial Photoelectric Switches for Lighting Control; Current Edition, Including All Revisions.
- G. UL 1472 - Solid-State Dimming Controls; Current Edition, Including All Revisions.

**1.03 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 wall switch occupancy sensors with actual installed door swings.
  - 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 Architect of any conflicts or deviations from the 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.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
- C. Shop Drawings:
  - 1. Occupancy Sensors: Provide lighting plan indicating location, model number, and orientation of each occupancy sensor and associated system component.
- D. Field Quality Control Reports.
- E. Manufacturer's Installation Instructions: Include application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- F. Operation and Maintenance Data: Include detailed information on device programming and setup.
- G. Project Record Documents: Record actual installed locations and settings for lighting control devices.

### **1.05 QUALITY ASSURANCE**

- A. Conform to 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 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.

### **1.07 FIELD CONDITIONS**

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

### **1.08 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Provide five year manufacturer warranty for all occupancy sensors.
- C. Provide two year manufacturer warranty for all daylighting controls.

## **PART 2 PRODUCTS**

### **2.01 ALL LIGHTING CONTROL DEVICES**

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- 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 Fluorescent Ballasts: Tested and rated to be suitable for peak inrush currents specified in NEMA 410.

### **2.02 OUTDOOR PHOTO CONTROLS**

- A. Manufacturers:
  - 1. Intermatic, Inc: [www.intermatic.com/#sle](http://www.intermatic.com/#sle).
  - 2. Paragon, a brand of Invensys Controls: [www.invensyscontrols.com](http://www.invensyscontrols.com).
  - 3. Tork, a division of NSI Industries LLC: [www.tork.com/#sle](http://www.tork.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Stem-Mounted Outdoor Photo Controls:
  - 1. Description: Direct-wired photo control unit with threaded conduit mounting stem and field-adjustable swivel base, listed and labeled as complying with UL 773A.
  - 2. Housing: Weatherproof, impact resistant polycarbonate.
  - 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 required to control load indicated on drawings.
  - 7. Failure Mode: Fails to the on position.
  - 8. Load Rating: As required to control load indicated on drawings.
  - 9. Provide accessory wall-mounting bracket where indicated or as required to complete installation.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- 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. Perform work in a neat and workmanlike manner in accordance with NECA 1 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 lighting control devices provided under this section.
  - 1. Mounting Heights: Unless otherwise indicated, as follows:
    - a. Wall Switch Occupancy Sensors: 48 inches above finished floor.
    - b. In-Wall Time Switches: 48 inches above finished floor.
    - c. In-Wall Interval Timers: 48 inches above finished floor.
  - 2. Orient outlet boxes for vertical installation of lighting control devices unless otherwise indicated.
  - 3. Locate wall switch occupancy sensors on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
- C. Install lighting control devices in accordance with manufacturer's instructions.
- D. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
- E. Install lighting control devices plumb and level, and held securely in place.
- F. Where required and not furnished with lighting control device, provide wall plate in accordance with Section 26 27 26.
- G. Provide required supports in accordance with Section 26 05 29.
- H. 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.
- I. Identify lighting control devices in accordance with Section 26 05 53.
- J. 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 photo control itself.
- K. 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 photo control.
- L. Unless otherwise indicated, install power packs for lighting control devices above accessible ceiling or above access panel in inaccessible ceiling near the sensor location.

### **3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect each lighting control device for damage and defects.
- C. Test occupancy sensors to verify proper operation, including time delays and ambient light thresholds where applicable. Verify optimal coverage for entire room or area. Record test results in written report to be included with submittals.
- 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 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 Architect.

### **3.06 CLEANING**

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

### **3.07 COMMISSIONING**

- A. See Section 01 91 13 for commissioning requirements.

### **3.08 CLOSEOUT ACTIVITIES**

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. See Section 01 79 00 - Demonstration and Training, for additional requirements.
- C. Demonstration: Demonstrate proper operation of lighting control devices to Architect, and correct deficiencies or make adjustments as directed.

**END OF SECTION**

## **SECTION 26 24 13 SWITCHBOARDS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Overcurrent protective devices for switchboards.

#### **1.02 REFERENCE STANDARDS**

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e (Amended 2017).
- B. NECA 400 - Standard for Installing and Maintaining Switchboards; 2007.
- C. NEMA PB 2 - Deadfront Distribution Switchboards; 2011.
- D. NEMA PB 2.1 - General Instructions for Proper Handling, Installation, Operation, and Maintenance of Deadfront Distribution Switchboards Rated 1000 Volts or Less; 2023.
- E. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- F. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

#### **1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate with manufacturer to provide shipping splits suitable for the dimensional constraints of the installation.
  - 2. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.
- B. Service Entrance Switchboards:
  - 1. Coordinate with Utility Company to provide switchboards with suitable provisions for electrical service and utility metering, where applicable.
  - 2. Coordinate with Owner to arrange for Utility Company required access to equipment for installation and maintenance.
  - 3. Arrange for inspections necessary to obtain Utility Company approval of installation.

#### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for switchboards, enclosures, overcurrent protective devices, and other installed components and accessories.
  - 1. Include characteristic trip curves for each type and rating of overcurrent protective device upon request.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store switchboards in accordance with manufacturer's instructions, NECA 400, and NEMA PB 2.1.
- B. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully to avoid damage to switchboard internal components, enclosure, and finish.

### **PART 2 PRODUCTS**

#### **2.01 OVERCURRENT PROTECTIVE DEVICES**

- A. Circuit Breakers:
  - 1. Interrupting Capacity:

- a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than specified minimum requirements.
- b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
2. Molded Case Circuit Breakers:
  - a. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers; listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
    - 1) Provide thermal magnetic circuit breakers unless otherwise indicated.
    - 2) Provide electronic trip circuit breakers where indicated.
  - b. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
    - 1) Provide field-adjustable magnetic instantaneous trip setting for circuit breaker frame sizes 225 amperes and larger.
  - c. Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.
    - 1) Provide the following field-adjustable trip response settings:
      - (a) Long time pickup, adjustable by setting dial.
      - (b) Long time delay.
      - (c) Short time pickup and delay.
      - (d) Instantaneous pickup.
      - (e) Ground fault pickup and delay where ground fault protection is indicated.

## 2.02 SOURCE QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Factory test switchboards according to NEMA PB 2, including the following production (routine) tests on each switchboard assembly or component:
  1. Dielectric tests.
  2. Mechanical operation tests.
  3. Grounding of instrument transformer cases test.
  4. Electrical operation and control wiring tests, including polarity and sequence tests.
  5. Ground-fault sensing equipment test.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of the switchboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive switchboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Arrange equipment to provide required clearances and maintenance access, including accommodations for any drawout devices.
- C. Provide required support and attachment in accordance with Section 26 05 29.
- D. Provide grounding and bonding in accordance with Section 26 05 26.
- E. Install all field-installed devices, components, and accessories.

- F. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.
- G. Set field-adjustable circuit breaker tripping function settings as determined by overcurrent protective device coordination study performed in accordance with Section 26 05 73.
- H. Provide filler plates to cover unused spaces in switchboards.
- I. Identify switchboards in accordance with Section 26 05 53.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Before energizing switchboard, perform insulation resistance testing in accordance with NECA 400 and NEMA PB 2.1.
- C. Inspect and test in accordance with NETA ATS, except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.1.
- E. Molded Case and Insulated Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1 for all main circuit breakers and circuit breakers larger than 225A amperes. Tests listed as optional are not required.
- F. Correct deficiencies and replace damaged or defective switchboards or associated components.

### **3.04 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

### **3.05 CLEANING**

- A. Clean dirt and debris from switchboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred surfaces to match original factory finish.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **SECTION 26 24 16 PANELBOARDS**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Lighting and appliance panelboards.
- B. Overcurrent protective devices for panelboards.

#### **1.02 REFERENCE STANDARDS**

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e (Amended 2017).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2015.
- D. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.
- E. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000, with Errata (2008).
- F. NEMA PB 1 - Panelboards; 2011.
- G. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; 2013.
- H. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- K. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- L. UL 67 - Panelboards; Current Edition, Including All Revisions.
- M. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.
- N. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

#### **1.03 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 the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
  - 4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
  - 5. Notify Architect of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.04 SUBMITTALS**

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

- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
  - 1. Include characteristic trip curves for each type and rating of overcurrent protective device upon request.
- C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
  - 1. Include dimensioned plan and elevation views of panelboards and adjacent equipment with all required clearances indicated.
  - 2. Include wiring diagrams showing all factory and field connections.
  - 3. Clearly indicate whether proposed short circuit current ratings are fully rated or, where acceptable, series rated systems.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- E. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.
- F. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Panelboard Keys: Two of each different key.

#### **1.05 QUALITY ASSURANCE**

- A. Conform to 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 panelboards in accordance with manufacturer's instructions and NECA 407.
- B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

#### **1.07 FIELD CONDITIONS**

- A. Maintain ambient temperature within the following limits during and after installation of panelboards:
  - 1. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Basis of design: Schneider Electric; Square D Products[<>]: [www.schneider-electric.us](http://www.schneider-electric.us).
- B. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).

- C. Eaton Corporation[<>]: [www.eaton.com](http://www.eaton.com).
- D. Or approved equal..
- E. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Source Limitations: Furnish panelboards and associated components produced by the same manufacturer as the other electrical distribution equipment used for this project and obtained from a single supplier.

## 2.02 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet.
  - 2. Ambient Temperature:
    - a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.
- C. Short Circuit Current Rating:
  - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- F. Bussing: Sized in accordance with UL 67 temperature rise requirements.
  - 1. Provide fully rated neutral bus unless otherwise indicated, with a suitable lug for each feeder or branch circuit requiring a neutral connection.
  - 2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- G. Conductor Terminations: Suitable for use with the conductors to be installed.
- H. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1.
    - b. Outdoor Locations: Type 3R.
  - 2. Boxes: Galvanized steel unless otherwise indicated.
    - a. Provide wiring gutters sized to accommodate the conductors to be installed.
    - b. Provide painted steel boxes for surface-mounted panelboards where indicated, finish to match fronts.
  - 3. Fronts:
    - a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
    - b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
    - c. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
  - 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- J. Panelboard Contactors: Where panelboard contactors are indicated, provide electrically operated, mechanically held magnetic contactor complying with NEMA ICS 2.
  - 1. Ampere Rating: Not less than ampere rating of panelboard bus unless noted otherwise.
  - 2. Short Circuit Current Rating: Not less than the panelboard short circuit current rating.

3. Coil Voltage: As required for connection to control system indicated.
- K. Load centers are not acceptable.

### **2.03 LIGHTING AND APPLIANCE PANELBOARDS**

- A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.
- B. Conductor Terminations:
1. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
  2. Main and Neutral Lug Type: Mechanical.
- C. Bussing:
1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.
  2. Phase and Neutral Bus Material: Copper.
  3. Ground Bus Material: Copper.
- D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.
- E. Enclosures:
1. Provide surface-mounted or flush-mounted enclosures as indicated.
  2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
  3. Provide metal circuit directory holder mounted on inside of door.

### **2.04 OVERCURRENT PROTECTIVE DEVICES**

- A. Molded Case Circuit Breakers:
1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
  2. Interrupting Capacity:
    - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
      - 1) 14000 rms symmetrical amperes at 240 VAC or 208 VAC.
      - 2) 22000 rms symmetrical amperes at 480 VAC.
    - b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
  3. Conductor Terminations:
    - a. Provide mechanical lugs unless otherwise indicated.
    - b. Lug Material: Copper, suitable for terminating copper conductors only.
  4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
    - a. Provide field-adjustable magnetic instantaneous trip setting for circuit breaker frame sizes 225 amperes and larger.
  5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
  6. Provide the following circuit breaker types where indicated:
    - a. Ground Fault Circuit Interrupter (GFCI) Circuit Breakers: Listed as complying with UL 943, class A for protection of personnel.
  7. Provide listed switching duty rated circuit breakers with SWD marking for all branch circuits serving fluorescent lighting.
  8. Do not use tandem circuit breakers.
  9. Do not use handle ties in lieu of multi-pole circuit breakers.
  10. Provide multi-pole circuit breakers for multi-wire branch circuits as required by NFPA 70.

## **2.05 SOURCE QUALITY CONTROL**

- A. Factory test panelboards according to NEMA PB 1.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.
- C. Verify that mounting surfaces are ready to receive panelboards.
- D. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Install products in accordance with manufacturer's instructions.
- C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.
- D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- E. Provide required supports in accordance with Section 26 05 29.
- F. Install panelboards plumb.
- G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.
- H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
- I. Mount floor-mounted power distribution panelboards on properly sized 3 inch high concrete pad constructed in accordance with Section 03 30 00.
- J. Provide minimum of six spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling.
- K. Provide grounding and bonding in accordance with Section 26 05 26.
  - 1. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on isolated/insulated ground bus.
- L. Multi-Wire Branch Circuits: Group grounded and ungrounded conductors together in the panelboard as required by NFPA 70.
- M. Set field-adjustable circuit breaker tripping function settings as determined by overcurrent protective device coordination study performed according to Section 26 05 73.
- N. Provide filler plates to cover unused spaces in panelboards.
- O. Provide circuit breaker lock-on devices to prevent unauthorized personnel from de-energizing essential loads where indicated. Also provide for the following:
  - 1. Emergency and night lighting circuits.
  - 2. Fire detection and alarm circuits.
  - 3. Intrusion detection and access control system circuits.
  - 4. Video surveillance system circuits.
- P. Identify panelboards in accordance with Section 26 05 53 Identification for Electrical Systems.

### **3.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Test GFCI circuit breakers to verify proper operation.
- D. Correct deficiencies and replace damaged or defective panelboards or associated components.

**3.04 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of panelboard fronts.
- C. Load Balancing: For each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.

**3.05 CLEANING**

- A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred exterior surfaces to match original factory finish.

**END OF SECTION**

**SECTION 26 27 26  
WIRING DEVICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wall switches.
- B. Receptacles.
- C. Wall plates.

**1.02 REFERENCE STANDARDS**

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; 2017h.
- B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); 2017g.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- D. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- E. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2015).
- F. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2016.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.
- I. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- K. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

**1.03 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 Architect of any conflicts or deviations from the 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.

**1.04 SUBMITTALS**

- A. See Section 01 33 00 - Submittal Procedures.
- B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Operation and Maintenance Data:
  - 1. GFI Receptacles: Include information on status indicators and testing procedures and intervals.

- E. Project Record Documents: Record actual installed locations of wiring devices.

### **1.05 QUALITY ASSURANCE**

- A. Conform to 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 and classified by Underwriters Laboratories Inc. or testing firm acceptable to authorities having jurisdiction as suitable for the purpose specified and indicated.
- E. 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 PROTECTION**

- A. Store in a clean, dry space in original manufacturer's packaging until ready for installation.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Hubbell Incorporated: [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
- B. Leviton Manufacturing Company, Inc: [www.leviton.com](http://www.leviton.com).
- C. Pass & Seymour, a brand of Legrand North America, Inc: [www.legrand.us](http://www.legrand.us)
- D. Or approved equal.
- E. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Source Limitations: Where possible, for each type of wiring device furnish products produced by a single manufacturer and obtained from a single supplier.

### **2.02 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 GFI receptacles with specified weatherproof covers for all 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.

### **2.03 WIRING DEVICE FINISHES:**

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring devices, unless otherwise indicated, shall be selected by the architect with standard nylon wall plates.

### **2.04 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).
  4. Substitutions: See Section 01 60 00 - Product Requirements.

- 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 and where applicable FS W-S-896; 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: Commercial specification grade, 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

## 2.05 RECEPTACLES

- A. Manufacturers:
  - 1. Hubbell Incorporated: [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  - 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. Or approved equal.
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Receptacles: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498 and where applicable FS W-C-596; types as indicated on the drawings.
  - 1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
  - 2. NEMA configurations specified are according to NEMA WD 6.
- C. Convenience Receptacles:
  - 1. Standard Convenience Receptacles: Commercial specification grade, 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
- D. GFI Receptacles:
  - 1. All GFI Receptacles: Provide with feed-through protection, light to indicate ground fault tripped condition and loss of protection, and list as complying with UL 943, class A.
  - 2. Standard GFI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
  - 3. Weather Resistant GFCI Receptacles: Commercial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SD suitable for installation in damp or wet locations.

## 2.06 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. Or approved equal.
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. All Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard; US.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.
- C. Nylon Wall Plates: Smooth finish, high-impact thermoplastic.
- D. Weatherproof Covers for Wet 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.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- 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 a neat and workmanlike manner in accordance with NECA 1 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 - Boxes as required for installation of wiring devices provided under this section.
- 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 GFI receptacles with integral GFI protection at each location indicated. Do not use feed-through wiring to protect downstream devices.
- I. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- J. Install wall switches with OFF position down.
- K. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- 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 - Identification For Electrical Systems.

### **3.04 FIELD QUALITY CONTROL**

- A. Perform field inspection, testing, and adjusting in accordance with Section 01 40 00.

- B. Inspect each wiring device for damage and defects.
- C. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.
- D. Test each receptacle to verify operation and proper polarity.
- E. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- F. 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**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 26 41 13  
LIGHTNING PROTECTION**

**ALTERNATE NO. 1**

**PART 1 GENERAL**

**2.01 SECTION INCLUDES**

- A. Strike (air) terminals and interconnecting conductors.
- B. Grounding and bonding for lightning protection.

**2.02 REFERENCE STANDARDS**

- A. NFPA 780 - Standard for the Installation of Lightning Protection Systems; 2017.
- B. UL 96 - Lightning Protection Components; Current Edition, Including All Revisions.

**2.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination with Roofing Work: Ensure adequate attachment of strike terminals and conductors without damage to roofing.
- B. Preinstallation Meeting: Convene a meeting at least at least two weeks prior to commencement of any work affected by lightning protection system requirements to discuss prerequisites and coordination required by other installers; require attendance by representatives of installers whose work will be affected.

**2.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate location and layout of air terminals, grounding electrodes, and bonding connections to structure and other metal objects. Include terminal, electrode, and conductor sizes, and connection and termination details.
  - 1. Where conductors or grounds are to be embedded or concealed in other construction, submit shop drawings at least 30 days prior to start of construction.
  - 2. Include engineering analysis of equalization of potential to metal bodies within the structure.
- C. Product Data: Provide dimensions and materials of each component, indication of testing agency listing, and installation instructions.
- D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- E. Operation and Maintenance Data: Provide recommended inspection and testing plan, including recommended intervals, to achieve periodic maintenance as recommended in NFPA 780; provide customized plan reflecting actual installation configuration with specific installed components identified.
- F. Project Record Documents: Record actual locations of air terminals, grounding electrodes, bonding connections, and routing of system conductors in project record documents.

**2.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in lightning protection equipment with minimum three years documented experience.
- B. Designer Qualifications: Person or entity, employed by installer, who specializes in lightning protection system design with minimum three years documented experience.
- C. Field Quality Control Testing Agency Qualifications: Firm capable of and experienced in grounding and bonding testing with documented experience and minimum of three project references.
- 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.

## **PART 2 PRODUCTS**

### **3.01 MANUFACTURERS**

- A. Lightning Protection Components:
  - 1. Thompson Lightning Protection: [www.tlpinc.com](http://www.tlpinc.com).
  - 2. Advanced Lightning Technology (ALT): [www.altfab.com](http://www.altfab.com).
  - 3. National Lightning Protection Corporation: [www.theprotectionsource.com](http://www.theprotectionsource.com).
  - 4. Approved Equal.
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.

### **3.02 LIGHTNING PROTECTION SYSTEM**

- A. Lightning Protection System: Extend existing system complying with NFPA 780, including air terminals, bonding, interconnecting conductors and grounding electrodes over new canopy.
  - 1. The lightning protection system shall be Class 1.
  - 2. Coordinate with other grounding and bonding systems.
  - 3. Provide copper, bronze, or stainless steel components, except where aluminum is allowed by NFPA 780.
- B. Strike Terminals: Provide strike (air) terminals on the following:
  - 1. New Roof.

### **3.03 COMPONENTS**

- A. All Components: Complying with applicable requirements of UL 96.
- B. Strike (Air) Terminals: Alumin / Copper (match existing), solid, with adhesive bases for single-ply roof installations. Minimum diameter shall be 3/ 8 inch. and minimum height shall be 24 inches. See drawings for details.
- C. Conductors: See drawings for details.
- D. Connectors and Splicers: Bronze.

## **PART 3 EXECUTION**

### **4.01 EXAMINATION**

- A. Verify that field measurements are as indicated on shop drawings.
- B. Coordinate work with installation of roofing and exterior and interior finishes.

### **4.02 INSTALLATION**

- A. Install in accordance with referenced system standards and as required for specified certification.
- B. Air terminals shall be secured against overrunning by attachment to the object to be protected or by means of braces that shall be permanently and rigidly attached to the building.
- C. Connect conductors using exothermic welding process; protect adjacent construction elements and finishes from damage.

### **4.03 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Perform visual inspection as specified in NFPA 780 as if this were a periodic follow-up inspection.
- C. Perform continuity testing as specified in NFPA 780 as if this were testing for periodic maintenance.

**END OF SECTION**

**SECTION 26 56 00  
EXTERIOR LIGHTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Exterior luminaires.
- B. Luminaire accessories.

**1.02 REFERENCE STANDARDS**

- A. ANSI O5.1 - American National Standard for Wood Poles -- Specifications and Dimensions; 2017.
- B. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- C. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; 2015, with Errata (2017).
- D. IESNA LM-63 - ANSI Approved Standard File Format for Electronic Transfer of Photometric Data and Related Information; 2002 (Reaffirmed 2008).
- E. IESNA LM-64 - Photometric Measurements of Parking Areas; 2001 (Reaffirmed 2007).
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- G. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2006.
- H. NEMA LE 4 - Recessed Luminaires, Ceiling Compatibility; 2012.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- K. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

**1.03 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 Architect of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements and Section 01 33 00 - Submittal Procedures, for submittal procedures.
- B. 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.
- C. 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.

2. Provide electronic files of photometric data certified by a National Voluntary Laboratory Accreditation Program (NVLAP) lab or independent testing agency in IESNA LM-63 standard format upon request.
  3. Lamps: Include rated life and initial and mean lumen output.
- D. 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.
  - E. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
  - F. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
  - G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
    1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - H. Project Record Documents: Record actual connections and locations of pole foundations, luminaires, and any pull or junction boxes.

### **1.05 QUALITY ASSURANCE**

- A. Conform to 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.

### **1.06 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.
- C. Receive, handle, and store wood poles in accordance with ANSI O5.1.

### **1.07 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

## **PART 2 PRODUCTS**

### **2.01 LUMINAIRE TYPES**

- A. Furnish products as indicated in luminaire schedule included on the Drawings.
- B. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 LUMINAIRES**

- A. Manufacturers:
  1. Basis of design: EXO Outdoor Lighting: [www.currentlighting.com/exo](http://www.currentlighting.com/exo).
  2. Acuity Brands, Inc;: [www.acuitybrands.com/#sle](http://www.acuitybrands.com/#sle).
  3. Hubbell Lighting, Inc;: [www.hubbellighting.com/#sle](http://www.hubbellighting.com/#sle).
  4. Philips Lighting North America Corporation; [www.lightingproducts.philips.com/#sle](http://www.lightingproducts.philips.com/#sle).
  5. Or approved equal.
  6. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Provide products that comply with requirements of NFPA 70.
- C. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- D. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

- E. 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.
- F. 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.
- G. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- H. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- I. Recessed Luminaires:
  - 1. Ceiling Compatibility: Comply with NEMA LE 4.
  - 2. Luminaires Recessed in Insulated Ceilings: Listed and labeled as IC-rated, suitable for direct contact with insulation and combustible materials.
- J. 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 lumen maintenance shall be greater than or equal to that of the specified light fixture(s), calculated based on IES LM-80 test data.
- K. LED Luminaires: Listed and labeled as complying with UL 8750.
- L. Exposed Hardware: Stainless steel.

### **2.03 ACCESSORIES**

- A. Stems for Suspended Luminaires: Steel tubing, minimum 1/2" size, factory finished to match luminaire or field-painted as directed.
- B. Provide accessory plaster frames for luminaires recessed in plaster ceilings.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as shown on the drawings.
- 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. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.
- B. Install products according to manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 1 (general workmanship) and NECA/IESNA 501 (exterior lighting).
- D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- E. Install accessories furnished with each luminaire.

- F. Bond products and metal accessories to branch circuit equipment grounding conductor.
- G. Install lamps in each luminaire.

**3.04 FIELD QUALITY CONTROL**

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Inspect each product for damage and defects.
- C. Operate each luminaire after installation and connection to verify proper operation.
- D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

**3.05 ADJUSTING**

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. 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. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. See Section 01 79 00 - Demonstration and Training, for additional requirements.
- C. Demonstration: Demonstrate proper operation of luminaires to Architect, and correct deficiencies or make adjustments as directed.
- D. Just prior to Substantial Completion, replace all lamps that have failed.

**3.08 PROTECTION**

- A. Protect installed luminaires from subsequent construction operations.

**END OF SECTION**

**SECTION 27 10 05  
STRUCTURED CABLING FOR VOICE AND DATA**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Communications system design requirements.
- B. Communications pathways.
- C. Copper cable and terminations.
- D. Communications equipment room fittings.
- E. Communications outlets.
- F. Communications grounding and bonding.
- G. Communications identification.

**1.02 REFERENCE STANDARDS**

- A. EIA/ECA-310 - Cabinets, Racks, Panels, and Associated Equipment; Revision E, 2005.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. TIA-568.2 - Balanced Twisted-Pair Telecommunications Cabling and Components Standards; 2009c, with Addendum (2016).
- D. TIA-606 - Administration Standard for Telecommunications Infrastructure; 2017c.
- E. TIA-607-C - Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises; 2015c, with Addendum (2017).
- F. UL 444 - Communications Cables; Current Edition, Including All Revisions.
- G. UL 514C - Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers; Current Edition, Including All Revisions.
- H. UL 1863 - Communications-Circuit Accessories; Current Edition, Including All Revisions.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of other utilities or obstructions within the spaces dedicated for communications equipment.
  - 2. Coordinate arrangement of communications equipment with the dimensions and clearance requirements of the actual equipment to be installed.
  - 3. Notify Architect/Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
  - 4. Coordinate requirements of this section with Owner.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements and Section 01 33 00 - Submittal Procedures, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
- C. Evidence of qualifications for installer.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and operation of product.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: At least 5 years experience manufacturing products of the type specified.

- B. Installer Qualifications: A company having at least 5 years experience in the installation and testing of the type of system specified, and:
  - 1. Supervisors and installers factory certified by manufacturers of products to be installed.
- C. Products: Listed, classified, and labeled as suitable for the purpose intended.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Keep stored products clean and dry.

#### **1.07 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a 2 year period after Date of Substantial Completion.
- C. Provide warranty as called out in applicable referenced State of Delaware standards/specifications

### **PART 2 PRODUCTS**

#### **2.01 SYSTEM DESIGN**

- A. Provide a complete permanent system of cabling and pathways for voice and data communications, including cables, conduits and wireways, pull wires, support structures, enclosures and cabinets, and outlets.
- B. **IMPORTANT!! PLEASE NOTE THAT this specification references the Delaware State-Wide Information And Architecture Standards, Standard ID: NE=Cabling-002, Title: Structured Cabling System Standards and Specifications for State-Managed Facilities, Domain: Network and Storage, Discipline: Cabling, Revision Date: 2/20/2019, Revision no.: 8, Original date: 7/21/2008 Reviewed: 1/29/2021. As such this document shall be considered as part of this specification. Unless otherwise shown in the project drawings and or specified in the project specifications, all work, materials, standards, etc. called for in the above mentioned document shall be provided. NOTE: At the end of the above mentioned document is a link to the certified contractors list for the work covered under this specification and the above mentioned document. Only contractors listed on this link are permitted to perform the work covered under this specification and the above mentioned document as indicated.**

#### **2.02 PATHWAYS**

- A. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.
- B. Cable Trays: Type 304L Stainless Steel 4" deep x 12" wide Hubbell M/N HBT0412S04 or approved equal. Provide associated manufacturer supplied accessories and mounting hardware.
- C. Ladder Rack: 16 Gauge Tubular Steel 12" wide Hubbell M/N HLS1012B. Provide associated manufacturer supplied accessories and mounting hardware.

#### **2.03 COPPER CABLE AND TERMINATIONS**

- A. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.
- B. Copper Horizontal Cable:
  - 1. Description: 100 ohm, balanced twisted pair cable complying with TIA-568.2 and listed and labeled as complying with UL 444.
  - 2. Cable Type - Voice and Data: TIA-568.2 Category 6 UTP (unshielded twisted pair); 23 AWG.
  - 3. Cable Capacity: 4-pair.
  - 4. Cable Applications:
    - a. Plenum Applications: Use listed NFPA 70 Type CMP plenum cable.

- b. General Purpose Applications: Use listed NFPA 70 Type CM/CMG general purpose cable, Type CMP plenum cable.
    - 5. Cable Jacket Color - Refer to drawings.
    - 6. Product(s):
      - a. Hubbell; Nextspeed Category 6, Plenum M/N C6RPX or approved equal
  - C. Jacks and Connectors: Modular RJ-45, non-keyed, terminated with 110-style insulation displacement connectors (IDC); high impact thermoplastic housing; suitable for and complying with same standard as specified horizontal cable; UL 1863 listed.
    - 1. Performance: 500 mating cycles.
    - 2. Voice and Data Jacks: 8-position modular jack, color-coded for both T568A and T568B wiring configurations.
    - 3. Product(s):
      - a. Hubbell; Nextspeed Ascent Category 6, M/N HJS6XX or approved equal
  - D. Copper Patch Cords:
    - 1. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.
    - 2. Description: Factory-fabricated 4-pair cable assemblies with 8-position modular connectors terminated at each end.
    - 3. Product(s):
      - a. Hubbell; Nextspeed Category 6 M/N HC6XXXX or approved equal

#### **2.04 COMMUNICATIONS EQUIPMENT ROOM FITTINGS**

- A. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.
- B. Copper Cross-Connection Equipment:
  - 1. Patch Panels for Copper Cabling: Sized to fit EIA/ECA-310 standard 19 inch wide equipment racks; 0.09 inch thick aluminum; cabling terminated on Type 110 insulation displacement connectors; printed circuit board interface.
    - a. Jacks: Non-keyed RJ-45, suitable for and complying with same standard as cable to be terminated; maximum 48 ports per standard width panel.
    - b. Capacity: Provide ports sufficient for cables to be terminated plus 25 percent spare.
    - c. Labels: Factory installed laminated plastic nameplates above each port, numbered consecutively; comply with TIA-606.
    - d. Provide incoming cable strain relief and routing guides on back of panel.
    - e. Provide Hubbell M/N HP648 or approved equal
  - 2. Product(s):
    - a. Hubbell; Nextspeed Category 6 Patch Panels M/N HP648 or approved equal

#### **2.05 COMMUNICATIONS OUTLETS**

- A. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.
- B. Outlet Boxes: Comply with Section 26 05 33.16.
  - 1. Provide depth as required to accommodate cable manufacturer's recommended minimum conductor bend radius.
- C. Wall Plates:
  - 1. Comply with system design standards and UL 514C.
  - 2. Accepts modular jacks/inserts.
  - 3. Capacity:
  - 4. Wall Plate Material/Finish - Flush-Mounted Outlets: Type 302 stainless steel.
  - 5. Product(s):
    - a. Hubbell; Stainless Steel Wallplates M/N SSFLXX or IMSSX as applicable or approved equal

## **2.06 GROUNDING AND BONDING COMPONENTS**

- A. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.
- B. Comply with TIA-607-C.

## **2.07 IDENTIFICATION PRODUCTS**

- A. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.
- B. Comply with TIA-606.
- C. Identification shall be as specified and directed by Owner at no additional cost to the Owner

## **PART 3 EXECUTION**

### **3.01 INSTALLATION - GENERAL**

- A. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.
- B. Comply with Communication Service Provider requirements.
- C. Grounding and Bonding: Perform in accordance with TIA-607-C and NFPA 70.
- D. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.
- E. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.

### **3.02 INSTALLATION OF PATHWAYS**

- A. Install pathways cable trays and ladder racks in accordance with manufacturer installation instructions. Cut to fit. Install in a clean and workmanlike manner.
- B. Install pathways with the following minimum clearances:
  - 1. 48 inches from motors, generators, frequency converters, transformers, x-ray equipment, and uninterruptible power systems.
  - 2. 12 inches from power conduits and cables and panelboards.
  - 3. 5 inches from fluorescent and high frequency lighting fixtures.
  - 4. 6 inches from flues, hot water pipes, and steam pipes.
- C. Conduit, in Addition to Requirements of Section 26 05 33.13:
  - 1. Arrange conduit to provide no more than the equivalent of two 90 degree bend(s) between pull points.
  - 2. Conduit Bends: Inside radius not less than 10 times conduit internal diameter.
  - 3. Arrange conduit to provide no more than 100 feet between pull points.
- D. Outlet Boxes:
  - 1. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of telecommunications outlets provided under this section.
    - a. Mounting Heights: Unless otherwise indicated, as follows:
      - 1) Telephone and Data Outlets: 18 inches above finished floor.
      - 2) Telephone Outlets for Side-Reach Wall-Mounted Telephones: 48 inches above finished floor to top of telephone.
      - 3) Telephone Outlets for Forward-Reach Wall-Mounted Telephones: 48 inches above finished floor to top of telephone.
    - b. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
    - c. Unless otherwise indicated, provide separate outlet boxes for line voltage and low voltage devices.
    - d. Locate outlet boxes so that wall plate does not span different building finishes.
    - e. Locate outlet boxes so that wall plate does not cross masonry joints.

### 3.03 INSTALLATION OF EQUIPMENT AND CABLING

- A. Cabling:
  - 1. Do not bend cable at radius less than manufacturer's recommended bend radius; for unshielded twisted pair use bend radius of not less than 4 times cable diameter.
  - 2. Do not over-cinch or crush cables.
  - 3. Do not exceed manufacturer's recommended cable pull tension.
  - 4. When installing in conduit, use only lubricants approved by cable manufacturer and do not chafe or damage outer jacket.
- B. Service Loops (Slack or Excess Length): Provide the following minimum extra length of cable, looped neatly:
  - 1. At Distribution Frames: 120 inches.
  - 2. At Outlets - Copper: 12 inches.
- C. Copper Cabling:
  - 1. Category 5e and Above: Maintain cable geometry; do not untwist more than 1/2 inch from point of termination.
  - 2. For 4-pair cables in conduit, do not exceed 25 pounds pull tension.
  - 3. Use T568B wiring configuration.
- D. Identification:
  - 1. Use wire and cable markers to identify cables at each end.
  - 2. Use manufacturer-furnished label inserts, identification labels, or engraved wallplate to identify each jack at communications outlets with unique identifier.
  - 3. Use identification nameplate to identify cross-connection equipment, equipment racks, and cabinets.
  - 4. Identify components as directed by Owner at no additional cost to Owner.

### 3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for additional requirements.
- B. Comply with inspection and testing requirements of specified installation standards.
- C. Visual Inspection:
  - 1. Inspect cable jackets for certification markings.
  - 2. Inspect cable terminations for color coded labels of proper type.
  - 3. Inspect outlet plates and patch panels for complete labels.
- D. Testing - Copper Cabling and Associated Equipment:
  - 1. Test backbone cables after termination but before cross-connection.
  - 2. Test backbone cables for DC loop resistance, shorts, opens, intermittent faults, and polarity between connectors and between conductors and shield, if cable has overall shield.
  - 3. Test operation of shorting bars in connection blocks.
  - 4. Category 3 Backbone: Perform attenuation test.
  - 5. Category 3 Links: Test each pair for short circuit continuity, short to ground, crosses, reversed polarity, operational and ring-back, and dial tone.
  - 6. Category 5e and Above Backbone: Perform near end cross talk (NEXT) and attenuation tests.
  - 7. Category 5e and Above Links: Perform tests for wire map, length, attenuation, NEXT, and propagation delay.
  - 8. Refer to above mentioned Delaware State-Wide Information And Architecture Standards as well as other project specifications and drawings.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

## SECTION 31 20 00

### EARTH MOVING

#### 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. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
3. Excavating and backfilling for buildings and structures.
4. Drainage course for concrete slabs-on-grade.
5. Subbase course for concrete walks and pavements.
6. Subbase course and base course for asphalt paving.
7. Subsurface drainage backfill for walls and trenches.
8. Excavating and backfilling trenches for utilities and pits for buried utility structures.
9. Excavating well hole to accommodate elevator-cylinder assembly.

- B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for recording preexcavation and earth-moving progress.
2. Civil Drawings for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

##### 1.3 UNIT PRICES

- A. Work of this Section is affected by unit prices for earth moving specified in Section 012200 "Unit Prices."

- B. Quantity allowances for earth moving are included in Section 012100 "Allowances."

- C. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following. Unit prices for rock excavation include replacement with approved materials.

1. 24 inches outside of concrete forms other than at footings.
2. 12 inches outside of concrete forms at footings.
3. 6 inches outside of minimum required dimensions of concrete cast against grade.
4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
5. 6 inches beneath bottom of concrete slabs-on-grade.

6. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

#### 1.4 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation.
  1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
  2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
  3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation and exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D1586. Rock material that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
  1. Equipment for Footing, Trench, and Pit Excavation: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- maximum-width, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom.
  2. Equipment for Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

#### 1.5 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preexcavation conference at Project site.
  - 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
    - a. Personnel and equipment needed to make progress and avoid delays.
    - b. Coordination of Work with utility locator service.
    - c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
    - d. Extent of trenching by hand or with air spade.
    - e. Field quality control.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
  - 1. Geotextiles.
  - 2. Warning tapes.
- B. Samples for Verification: For the following products, in sizes indicated below:
  - 1. Geotextile: 12 by 12 inches.
  - 2. Warning Tape: 12 inches long; of each color.

#### 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  - 1. Classification according to ASTM D2487.
  - 2. Laboratory compaction curve according to ASTM D698.
- C. Preexcavation Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

#### 1.8 PROJECT CONDITIONS

- A. Subsurface Conditions: Subsurface soils investigations have been made at the site. The report and logs of the test borings and test pits are included in the Appendix of these specifications. Such investigations have been made for the purposes of design only and neither the Engineers, the Owner, nor the Geotechnical Engineer guarantee adequacy or accuracy of the data, or that data are representative of all conditions to be encountered. Such information is made available for general information only and shall not relieve the Contractor of the responsibility for making his own investigations, tests, and analysis. Any additional test borings and other exploratory operations may be made by Contractor and shall be at no cost to Owner.

#### 1.9 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E329 and ASTM D3740 for testing indicated.

#### 1.10 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without fifteen days of advanced notice and written permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
  - 1. Do not proceed with work on adjoining property until directed by Engineer. This includes any disruption to common sidewalk and drive aisle areas. Authorization will not be unreasonably withheld.
- C. Utility Locator Service: Notify "Miss Utility" Delaware for area where Project is located before beginning earth-moving operations.
- D. Do not commence earth-moving operations until erosion- and sedimentation-control measures specified on the Civil Drawings are in place.
- E. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

- H. Do not allow contractor vehicles or equipment to be stored or parked on adjacent property or common areas without the express written consent of the Owner.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, SW, SP, and SM according to ASTM D2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter. Soil Classification Groups SM, ML, and CL can be used with approval from owner's testing and inspection agency if they do not contain organics.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## 2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, 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. Survivability: As follows:
    - a. Grab Tensile Strength: 157 lbf; ASTM D4632.
    - b. Sewn Seam Strength: 142 lbf; ASTM D4632.
    - c. Tear Strength: 56 lbf; ASTM D4533.
    - d. Puncture Strength: 56 lbf; ASTM D4833.
  3. Apparent Opening Size: No. 40 sieve, maximum; ASTM D4751.
  4. Permittivity: 0.5 per second, minimum; ASTM D4491.
  5. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.
- B. 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. Survivability: As follows:
    - a. Grab Tensile Strength: 247 lbf; ASTM D4632.
    - b. Sewn Seam Strength: 222 lbf; ASTM D4632.
    - c. Tear Strength: 90 lbf; ASTM D4533.
    - d. Puncture Strength: 90 lbf; ASTM D4833.
  3. Apparent Opening Size: No. 60 sieve, maximum; ASTM D4751.
  4. Permittivity: 0.02 per second, minimum; ASTM D4491.
  5. UV Stability: 50 percent after 500 hours' exposure; ASTM D4355.

## 2.3 ACCESSORIES

- A. Warning Tape (For metallic pipe): Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
1. Red: Electric.
  2. Yellow: Gas, oil, steam, and dangerous materials.
  3. Orange: Telephone and other communications.
  4. Blue: Water systems.
  5. Green: Sewer systems.
- B. Detectable Warning Tape (For non-metallic pipe): Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
1. Red: Electric.

2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### 3.2 DEWATERING

- A. Provide dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.
- B. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.
- E. Dewatering operations must comply with the DNREC Sediment and Stormwater Regulations as amended.

### 3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

### 3.4 EXCAVATION, GENERAL

- A. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer. The Contract Sum will be adjusted for unsuitable soils and/or rock

excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for additional excavation and replacement.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.
  - a. Intermittent drilling; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
  - a. 24 inches outside of concrete forms other than at footings.
  - b. 12 inches outside of concrete forms at footings.
  - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
  - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
  - e. 6 inches beneath bottom of concrete slabs-on-grade.
  - f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.

### 3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
  2. Excavation for Underground Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
  1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.

### 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
  1. Clearance: 12 inches each side of pipe or conduit or as indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade. Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
  1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
  2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
  3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
  4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trenches in Tree- and Plant-Protection Zones:
  1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
  2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

### 3.8 SUBGRADE INSPECTION

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

### 3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Engineer.
  - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Engineer.

### 3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover or employ temporary stabilization in accordance with Sediment and Stormwater Plans to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring, bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.12 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."
- D. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Division 3 Section "Cast-in-Place Concrete."
- E. Backfill voids with satisfactory soil while removing shoring and bracing.

F. Initial Backfill:

1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.
  - a. Carefully compact initial backfill under pipe haunches and compact evenly upon both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

G. Final Backfill:

1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.

H. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.13 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  1. Under grass and planted areas, use satisfactory soil material.
  2. Under walks and pavements, use satisfactory soil material.
  3. Under steps and ramps, use engineered fill.
  4. Under building slabs, use engineered fill.
  5. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.14 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D698:
  - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
  - 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
  - 4. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

### 3.16 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch.
  - 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

### 3.17 SUBSURFACE DRAINAGE

- A. Subsurface Drain: Place subsurface drainage geotextile around perimeter of subdrainage trench. Place a 6-inch course of filter material on subsurface drainage geotextile to support subdrainage pipe. Encase subdrainage pipe in a minimum of 12 inches of filter material, placed in compacted layers 6 inches thick, and wrap in subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
  - 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D698 with a minimum of two passes of a plate-type vibratory compactor.
- B. Drainage Backfill: Place and compact filter material over subsurface drain, in width indicated, to within 12 inches of final subgrade, in compacted layers 6 inches thick. Overlay drainage backfill with one layer of subsurface drainage geotextile, overlapping sides and ends at least 6 inches.
  - 1. Compact each filter material layer to 85 percent of maximum dry unit weight according to ASTM D698 with a minimum of two passes of a plate-type vibratory compactor.
  - 2. Place and compact impervious fill over drainage backfill in 6-inch-thick compacted layers to final subgrade.

3.18 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
  - 1. Place base course material over subbase course under hot-mix asphalt pavement.
  - 2. Shape subbase course and base course to required crown elevations and cross-slope grades.
  - 3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
  - 4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches (thick or less than 3 inches thick).
  - 5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D698.
- C. Pavement Shoulders: Place shoulders along edges of subbase course and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.19 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

- A. Place drainage course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:
  - 1. Place drainage course in lifts not to exceed 6 inches.
  - 2. Compact each layer of drainage course to required cross sections and thicknesses to not less than 95 percent of maximum dry unit weight according to ASTM D698.

3.20 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  - 1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
  - 2. Determine that fill material classification and maximum lift thickness comply with requirements.
  - 3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer.

- D. Testing agency will test compaction of soils in place according to ASTM D1556, ASTM D2167, ASTM D2937, and ASTM D6938, as applicable. Tests will be performed at the following locations and frequencies:
1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
  2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length but no fewer than two tests.
  3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### 3.21 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

### 3.22 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

**END OF SECTION**

## **SECTION 32 12 16**

### **ASPHALT 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. Hot-mix asphalt paving.
2. Hot-mix asphalt overlay.
3. Cold milling of existing asphalt pavement.
4. Hot-mix asphalt patching.
5. Asphalt surface treatments.

- B. Related Requirements:

1. Section 024119 "Selective Demolition" for demolition and removal of existing asphalt pavement.
2. Section 312000 "Earth Moving" for subgrade preparation, fill material, separation geotextiles, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
3. Section 321313 "Concrete Paving" for concrete pavement and for separate concrete curbs, gutters, and driveway aprons.

##### **1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at the Project site.

1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
  - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
  - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

##### **1.4 ACTION SUBMITTALS**

- A. Product Data: Include technical data and tested physical and performance properties.

1. Herbicide.

2. Paving geotextile.
3. Joint sealant.

B. Hot-Mix Asphalt Designs:

1. Certification, by authorities having jurisdiction, of approval of each hot-mix asphalt design proposed for the Work.
2. For each hot-mix asphalt design proposed for the Work.

C. Samples for Verification: For the following product, in manufacturer's standard sizes unless otherwise indicated:

1. Paving Geotextile: 12 by 12 inches minimum.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For paving-mix manufacturer.

B. Material Certificates:

1. Aggregates.
2. Asphalt binder.
3. Asphalt cement.
4. Cutback prime coat.
5. Emulsified asphalt prime coat.
6. Tack coat.
7. Fog seal.
8. Undersealing asphalt.

C. Field quality-control reports.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: Pavement mix shall come from an approved Delaware Department of Transportation plant. Evidence of Delaware Department of Transportation testing and approval shall be provided prior to scheduling hot mix installation.

B. Testing Agency Qualifications: Qualified in accordance with ASTM D3666 for testing indicated.

C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the Delaware Department of Transportation for asphalt paving work.

1. Measurement and payment provisions and safety program submittals included in the Delaware Department of Transportation Standards and Specifications do not apply to this Section.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

1. Prime Coat: Minimum surface temperature of 60 deg F.
2. Tack Coat: Minimum surface temperature of 60 deg F.
3. Slurry Coat: Comply with weather limitations in ASTM D3910.
4. Asphalt Base Course and Binder Course: Minimum surface temperature of 45 deg F and rising at time of placement.
5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

## PART 2 - PRODUCTS

### 2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D692/D692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
  1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

### 2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 332 binder designation PG 64-22.
- B. Asphalt Cement: ASTM D3381/D3381M for viscosity-graded material.
- C. Cutback Prime Coat: ASTM D2027/D2027M, medium-curing cutback asphalt, MC-70.
- D. Emulsified Asphalt Prime Coat: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- E. Tack Coat: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- F. Fog Seal: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.
- G. Water: Potable.
- H. Undersealing Asphalt: ASTM D3141/D3141M; pumping consistency.

## 2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- B. Sand: AASHTO M 29, Grade No. 2 or No. 3.
- C. Paving Geotextile: AASHTO M 288 paving fabric; nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.
- D. Joint Sealant: ASTM D3405 as modified by MSMT 404.

## 2.4 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by the Delaware Department of Transportation and complying with the following requirements:
  - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  - 2. Base Course: 8" Graded Aggregate Base Course.
  - 3. Binder Course: 2.5" Superpave Asphalt Mix, 19.0mm, PG 64S-22, Level 2.
  - 4. Surface Course: 1.5" Superpave Asphalt Mix, 9.5mm, PG 64S-22, Level 2.
- B. Emulsified-Asphalt Slurry: M140 or M208.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
  - 2. Proof-roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer and replace with compacted backfill or fill as directed.

### 3.3 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
  - 1. Mill to a depth of 1-3/4 inches.
  - 2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
  - 3. Control rate of milling to prevent tearing of existing asphalt course.
  - 4. Repair or replace curbs, driveway aprons, manholes, and other construction damaged during cold milling.
  - 5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
  - 6. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.
  - 7. Handle milled asphalt material in accordance with approved waste management plan.
  - 8. Keep milled pavement surface free of loose material and dust.
  - 9. Do not allow milled materials to accumulate on-site.

### 3.4 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd..
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- C. Placing Single-Course Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.
- D. Placing Two-Course Patch Material: Partially fill excavated pavements with hot-mix asphalt base course mix and, while still hot, compact. Cover asphalt base course with compacted layer of hot-mix asphalt surface course, finished flush with adjacent surfaces.

### 3.5 REPAIRS

- A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.
  - 1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.
- B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.
  - 1. Clean cracks and joints in existing hot-mix asphalt pavement.

2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

### 3.6 SURFACE PREPARATION

- A. Ensure that prepared subgrade has been proof-rolled and is ready to receive paving. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces.
- B. Herbicide Treatment: Apply herbicide in accordance with manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
  1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Cutback Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd.. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.
  1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
  2. Protect primed substrate from damage until ready to receive paving.
- D. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.10 to 0.30 gal./sq. yd. per inch depth. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.
  1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
  2. Protect primed substrate from damage until ready to receive paving.
- E. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.7 INSTALLATION OF PAVING GEOTEXTILE

- A. Apply tack coat uniformly to existing pavement surfaces at a rate of 0.20 to 0.30 gal./sq. yd..
- B. Place paving geotextile promptly in accordance with manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
- C. Protect paving geotextile from traffic and other damage, and place hot-mix asphalt overlay the same day.

### 3.8 HOT-MIX ASPHALT PLACEMENT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Place hot-mix asphalt base course and binder course in number of lifts and thicknesses indicated.
  - 2. Place hot-mix asphalt surface course in single lift.
  - 3. Spread mix at a minimum temperature of 250 deg F.
  - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
  - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
  - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
  - 2. Complete a section of asphalt base course and binder course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### 3.9 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method in accordance with AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
  - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
  - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

### 3.10 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
  - 1. Complete compaction before mix temperature cools to 185 deg F.

- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density, Marshall Test Method: 96 percent of reference laboratory density in accordance with AASHTO T 245, but not less than 94 percent or greater than 100 percent.
  - 2. Average Density, Rice Test Method: 92 percent of reference maximum theoretical density in accordance with ASTM D2041/D2041M, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.11 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce thickness indicated within the following tolerances:
  - 1. Base Course and Binder Course: Plus or minus 1/2 inch.
  - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course and Binder Course: 1/4 inch.
  - 2. Surface Course: 1/8 inch.
  - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

### 3.12 SURFACE TREATMENTS

- A. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. to existing asphalt pavement and allow to cure. With fine sand, lightly dust areas receiving excess fog seal.

- B. Slurry Seals: Apply slurry coat in a uniform thickness in accordance with ASTM D3910 and allow to cure.
  - 1. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

### 3.13 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined in accordance with ASTM D3549/D3549M.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement in accordance with AASHTO T 168.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared in accordance with ASTM D2041/D2041M, and compacted in accordance with job-mix specifications.
  - 2. In-place density of compacted pavement will be determined by testing core samples in accordance with ASTM D1188 or ASTM D2726/D2726M.
    - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.
    - b. Field density of in-place compacted pavement may also be determined by nuclear method in accordance with ASTM D2950/D2950M and coordinated with ASTM D1188 or ASTM D2726/D2726M.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

### 3.14 WASTE HANDLING

- A. General: Handle asphalt-paving waste in accordance with approved waste management plan.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SECTION 32 13 13**  
**CONCRETE 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 Concrete Paving Including the Following:
  - 1. Pay lanes.
  - 2. Curbs and gutters.
  - 3. Walks.
- B. Related Requirements:
  - 1. Section 033000 "Cast-in-Place Concrete" for general building applications of concrete.
  - 2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants in expansion and contraction joints within concrete paving and in joints between concrete paving and asphalt paving or adjacent construction.

**DEFINITIONS**

- C. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- D. W/C Ratio: The ratio by weight of water to cementitious materials.

**1.3 PREINSTALLATION MEETINGS**

- A. Preinstallation Conference: Conduct conference at project site.
  - 1. Review methods and procedures related to concrete paving, including but not limited to, the following:
    - a. Concrete mixture design.
    - b. Quality control of concrete materials and concrete paving construction practices.
  - 2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:
    - a. Contractor's superintendent.
    - b. Independent testing agency responsible for concrete design mixtures.

- c. Concrete paving Subcontractor.
- d. Civil Engineer.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.
- C. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Fiber reinforcement.
  - 4. Admixtures.
  - 5. Curing compounds.
  - 6. Applied finish materials.
  - 7. Bonding agent or epoxy adhesive.
  - 8. Joint fillers.

- B. Material Test Reports: For each of the following:

- 1. Aggregates

- C. Field quality-control reports.

#### 1.6 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products that complies with ASTM C94 requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").
- B. Testing Agency Qualifications: Qualified according to ASTM C1077 and ASTM E329 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.
- C. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
2. Build mockups of concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Engineer and not less than 96 inches by 96 inches. Include full-size detectable warning.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Engineer specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Owner will engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

#### 1.8 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  2. Do not use frozen materials or materials containing ice or snow.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### PART 2 - PRODUCTS

#### 2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

## 2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.
  - 1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

## 2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A1064, fabricated from steel wire into flat sheets.
- B. Deformed-Steel Welded-Wire Reinforcement: ASTM A1064, flat sheet.
- C. Epoxy-Coated Welded-Wire Reinforcement: ASTM A884, Class A, plain steel.
- D. Reinforcing Bars: ASTM A615, Grade 60; deformed.
- E. Galvanized Reinforcing Bars: ASTM A767, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A615, Grade 60 deformed bars.
- F. Epoxy-Coated Reinforcing Bars: ASTM A775 or ASTM A934; with ASTM A615, Grade 60 deformed bars.
- G. Steel Bar Mats: ASTM A184; with ASTM A615, Grade 60 deformed bars; assembled with clips.
- H. Plain-Steel Wire: ASTM A1064.
- I. Deformed-Steel Wire: ASTM A1064.
- J. Epoxy-Coated-Steel Wire: ASTM A88, Class A; coated, plain.
- K. Joint Dowel Bars: ASTM A61, Grade 60 plain-steel bars zinc coated (galvanized) after fabrication according to ASTM A767, Class I coating. Cut bars true to length with ends square and free of burrs.
- L. Epoxy-Coated, Joint Dowel Bars: ASTM A775; with ASTM A615, Grade 60 plain-steel bars.
- M. Tie Bars: ASTM A615, Grade 60; deformed.
- N. Hook Bolts: ASTM A307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.
- O. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
  2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- P. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.
- Q. Zinc Repair Material: ASTM A780.

## 2.4 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
1. Portland Cement: ASTM C150, white portland cement Type I or Type II.
  2. Fly Ash: ASTM C618, Class C or Class F.
  3. Slag Cement: ASTM C989, Grade 100 or 120.
  4. Blended Hydraulic Cement: ASTM C595, Type IS, portland blast-furnace slag cement.
- B. Normal-Weight Aggregates: ASTM C33, Class 4S, uniformly graded. Provide aggregates from a single source. Verify availability before specifying.
1. Maximum Coarse-Aggregate Size: 1-1/2 inches nominal.
  2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:
1. Aggregate Sizes: 3/4 to 1 inch nominal.
- D. Air-Entraining Admixture: ASTM C260.
- E. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
1. Water-Reducing Admixture: ASTM C494, Type A.
  2. Retarding Admixture: ASTM C494, Type B.
  3. Water-Reducing and Retarding Admixture: ASTM C494, Type D.
  4. High-Range, Water-Reducing Admixture: ASTM C494, Type F.
  5. High-Range, Water-Reducing and Retarding Admixture: ASTM C494, Type G.
  6. Plasticizing and Retarding Admixture: ASTM C1017, Type II.
- F. Water: Potable and complying with ASTM C94.

## 2.5 FIBER REINFORCEMENT

- A. Synthetic Fiber: Monofilament polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C1116, Type III, 1/2 to 1-1/2 inches long.

- B. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C1116, Type III, 1/2 to 1-1/2 inches long.

## 2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry or cotton mats.
- B. Moisture-Retaining Cover: ASTM C171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 1, Class B, dissipating.
- F. White, Waterborne, Membrane-Forming Curing Compound: ASTM C309, Type 2, Class B, dissipating.

## 2.7 RELATED MATERIALS

- A. Joint Fillers: ASTM D1751, asphalt-saturated cellulosic fiber or ASTM D1752, cork or self-expanding cork in preformed strips.
- B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.
- C. Bonding Agent: ASTM C1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy-Bonding Adhesive: ASTM C881, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:
  - 1. Types I and II, nonload bearing or Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

## 2.8 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.

2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
- B. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement in concrete as follows:
  1. Fly Ash or Pozzolan: 25 percent.
  2. Slag Cement: 50 percent.
  3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  1. Air Content: 5 to 8 percent plus or minus 1-1/2 percent for 1-1/2-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  1. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd.
- G. Concrete Mixtures: Normal-weight concrete.
  1. Compressive Strength (28 Days): 4500 psi.
  2. Maximum W/C Ratio at Point of Placement: 0.45.
  3. Slump Limit: 2 to 5 inches.

## 2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C94/C94M and ASTM C1116. Furnish batch certificates for each batch discharged and used in the Work.
  1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C94. Mix concrete materials in appropriate drum-type batch machine mixer.
  1. For concrete batches of 1 cu. yd. 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 concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.

3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.
  1. Completely proof-roll subbase in one direction. Limit vehicle speed to 3 mph.
  2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 312000 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

#### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

#### 3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D3963.
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
  - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
  - 2. Provide tie bars at sides of paving strips where indicated.
  - 3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
  - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
  - 4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
  - 5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes.
    - a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.
  2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.
    - a. Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.
  3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.
- E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes.

### 3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.
- H. Screed paving surface with a straightedge and strike off.

- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.
- K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
  - 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

### 3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
  - 2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.
  - 3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by a combination of these as follows:
  - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.

- b. Continuous water-fog spray.
  - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
  3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

### 3.9 PAVING TOLERANCES

#### A. Comply with tolerances in ACI 117 as follows:

1. Elevation: 3/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-feet-long; unleveled straightedge not to exceed 1/2 inch.
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch.
6. Vertical Alignment of Dowels: 1/4 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

### 3.10 FIELD QUALITY CONTROL

#### A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

#### B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
  - a. When frequency of testing will provide 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.
2. Slump: ASTM C143; 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.
3. Air Content: ASTM C231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.

5. Compression Test Specimens: ASTM C31; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C39; test one specimen at seven days and two specimens at 28 days.
  - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mixture will be satisfactory if 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.
- D. Test results shall be reported in writing to Engineer, 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.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. 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 Engineer.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

### 3.11 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**

## SECTION 32 13 73

### CONCRETE PAVING JOINT SEALANTS

#### 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. Cold-applied joint sealants.
  - 2. Hot-applied joint sealants.
  - 3. Cold-applied, fuel-resistant joint sealants.
  - 4. Hot-applied, fuel-resistant joint sealants.
  - 5. Joint-sealant backer materials.
  - 6. Primers.

##### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

##### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Paving-Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

##### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Certificates: For each type of joint sealant and accessory.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.
- B. Product Testing: Test joint sealants using a qualified testing agency.

1.7 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backing materials, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.

2.2 COLD-APPLIED JOINT SEALANTS

- A. Multicomponent, Nonsag, Urethane, Elastomeric Joint Sealant: ASTM C920, Type M, Grade NS, Class 25, for Use T.
- B. Single Component, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C920, Type S, Grade P, Class 25, for Use T.
- C. Multicomponent, Pourable, Urethane, Elastomeric Joint Sealant: ASTM C920, Type M, Grade P, Class 25, for Use T.

2.3 HOT-APPLIED JOINT SEALANTS

- A. Hot-Applied, Single-Component Joint Sealant: ASTM D6690, Type I.
- B. Hot-Applied, Single-Component Joint Sealant: ASTM D6690, Type I or Type II.
- C. Hot-Applied, Single-Component Joint Sealant: ASTM D6690, Type I, II, or III.
- D. Hot-Applied, Single-Component Joint Sealant: ASTM D6690, Type IV.

#### 2.4 COLD-APPLIED, FUEL-RESISTANT JOINT SEALANTS

- A. Fuel-Resistant, Single-Component, Pourable, Modified-Urethane, Elastomeric Joint Sealant: ASTM C920, Type S, Grade P, Class 25, for Use T.
- B. Fuel-Resistant, Multicomponent, Pourable, Modified-Urethane, Elastomeric Joint Sealant: ASTM C920, Type M, Grade P, Class 12-1/2 or 25, for Use T.

#### 2.5 HOT-APPLIED, FUEL-RESISTANT JOINT SEALANTS

- A. Hot-Applied, Fuel-Resistant, Single-Component Joint Sealants: ASTM D7116, Type I or Type II.
- B. Hot-Applied, Fuel-Resistant, Single-Component Joint Sealants: ASTM D7116, Type III.

#### 2.6 JOINT-SEALANT BACKER MATERIALS

- A. Joint-Sealant Backer Materials: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by joint-sealant manufacturer, based on field experience and laboratory testing.
- B. Round Backer Rods for Cold- and Hot-Applied Joint Sealants: ASTM D5249, Type 1, of diameter and density required to control sealant depth and prevent bottom-side adhesion of sealant.
- C. Round Backer Rods for Cold-Applied Joint Sealants: ASTM D5249, Type 3, of diameter and density required to control joint-sealant depth and prevent bottom-side adhesion of sealant.
- D. Backer Strips for Cold- and Hot-Applied Joint Sealants: ASTM D5249; Type 2; of thickness and width required to control joint-sealant depth, prevent bottom-side adhesion of sealant, and fill remainder of joint opening under sealant.

#### 2.7 PRIMERS

- A. Primers: Product recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine joints to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Before installing joint sealants, clean out joints immediately to comply with joint-sealant manufacturer's written instructions.
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where indicated or where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated unless more stringent requirements apply.
- B. Joint-Sealant Installation Standard: Comply with recommendations in ASTM C1193 for use of joint sealants as applicable to materials, applications, and conditions.
- C. Install joint-sealant backings to support joint sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of joint-sealant backings.
  - 2. Do not stretch, twist, puncture, or tear joint-sealant backings.
  - 3. Remove absorbent joint-sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install joint sealants immediately following backing installation, using proven techniques that comply with the following:
  - 1. Place joint sealants so they fully contact joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- E. Tooling of Nonsag Joint Sealants: Immediately after joint-sealant application and before skinning or curing begins, tool sealants according to the following requirements to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint:
  - 1. Remove excess joint sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by joint-sealant manufacturer and that do not discolor sealants or adjacent surfaces.
- F. Provide joint configuration to comply with joint-sealant manufacturer's written instructions unless otherwise indicated.

### 3.4 CLEANING AND PROTECTION

- A. Clean off excess joint sealant as the Work progresses, by methods and with cleaning materials approved in writing by joint-sealant manufacturers.
- B. Protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.

### 3.5 PAVING-JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Joints within concrete paving.
  - 1. Joint Location:
    - a. Expansion and isolation joints in concrete paving.
    - b. Contraction joints in concrete paving.
    - c. Other joints as indicated.
  - 2. Joint Sealant: Multicomponent, nonsag, urethane, elastomeric joint sealant.
  - 3. Joint-Sealant Color: Manufacturer's standard.
- B. Joint-Sealant Application: Joints within concrete paving and between concrete and asphalt paving.
  - 1. Joint Location:
    - a. Joints between concrete and asphalt paving.
    - b. Joints between concrete curbs and asphalt paving.
    - c. Other joints as indicated.
  - 2. Joint Sealant: Hot-applied, single-component joint sealant.
  - 3. Joint-Sealant Color: Manufacturer's standard.
- C. Joint-Sealant Application: Fuel-resistant joints within concrete paving.
  - 1. Joint Location:
    - a. Expansion and isolation joints in concrete paving.
    - b. Contraction joints in concrete paving.
    - c. Other joints as indicated.
  - 2. Joint Sealant: Fuel-resistant, multicomponent, pourable, modified-urethane, elastomeric joint sealant.
  - 3. Joint-Sealant Color: Manufacturer's standard.

**END OF SECTION**

## SECTION 32 17 23

### PAVEMENT MARKINGS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Delaware Manual on Uniform Traffic Control Devices (MUTCD).

##### 1.2 SUMMARY

- A. Section Includes:
  - 1. Painted and thermoplastic markings applied to asphalt paving.
  - 2. Painted markings applied to concrete surfaces.

##### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to marking asphalt paving or concrete surfaces including, but not limited to, the following:
    - a. Asphalt-paving or concrete-surface aging period before application of pavement markings.
    - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

##### 1.4 ACTION SUBMITTALS

- A. Product Data: Include technical data and tested physical and performance properties.
  - 1. Pavement-marking paint, alkyd.
  - 2. Pavement-marking paint, latex.
  - 3. Thermoplastic pavement-marking.
- B. Shop Drawings:
  - 1. Indicate pavement markings, colors, lane separations, defined parking spaces, and dimensions to adjacent work.
  - 2. Indicate, with international symbol of accessibility, spaces allocated for people with disabilities.

- C. Samples: For each exposed product and for each color and texture specified; on rigid backing, 8 inches square.

#### 1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the Delaware Department of Transportation for pavement-marking work.
  - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

#### 1.6 FIELD CONDITIONS

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for alkyd materials and 55 deg F for water-based materials, and not exceeding 95 deg F.

### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. Source Limitations: Obtain pavement-marking paints from single source from single manufacturer.

#### 2.2 PERFORMANCE REQUIREMENTS

- A. Accessibility Standard: Comply with applicable provisions in the USDOJ's "2010 ADA Standards for Accessible Design" and the most recent accessibility guidelines of the Americans with Disabilities Act (ADA).

#### 2.3 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint, Alkyd: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N or Type S; colors complying with FS TT-P-1952F.
  - 1. Color: White, Yellow, Blue, or Green as indicated on construction plans.
- B. Pavement-Marking Paint, Latex: MPI #97, latex traffic-marking paint.
  - 1. Color: White, Yellow, Blue, or Green as indicated on construction plans.
- C. Thermoplastic Pavement Marking, See Sections 554 and 951.04 of the Delaware Department of Transportation Standards Specifications for Road and Bridge Construction.
  - 1. Color: White as indicated on construction plans.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that pavement-marking substrate is dry and in suitable condition to begin pavement marking in accordance with manufacturer's written instructions.
- B. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

### 3.2 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow asphalt paving or concrete surfaces to age for a minimum of 30 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
  - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to asphalt paving or concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.
  - 2. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal.

### 3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**END OF SECTION**

**SECTION 33 42 00**  
**STORMWATER CONVEYANCE**

PART 1 - GENERAL

1.1 RELATED DOCUMENT

- 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. HDPE pipe and fittings.
  - 2. PVC pipe and fittings.
  - 3. Cleanouts.
  - 4. Concrete.
  - 5. Pipe outlets.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of pipe and fitting, from manufacturer.
- B. Field quality-control reports.

1.5 QUALITY ASSURANCE

- A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store plastic manholes, pipe, and fittings in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.

## 1.7 FIELD CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service in accordance with requirements indicated:
  - 1. Notify Construction Manager no fewer than three days in advance of proposed interruption of service.
  - 2. Do not proceed with interruption of service without Construction Manager's written permission.

## PART 2 - PRODUCTS

### 2.1 HDPE PIPE AND FITTINGS

- A. Source Limitations: Obtain HDPE pipe and fittings from single manufacturer.
- B. HDPE Drainage Pipe and Fittings NPS 3 to NPS 10: AASHTO M 252, soil tight with bell and spigot, with smooth waterway for coupling joints.
- C. HDPE Drainage Pipe and Fittings NPS 12 to NPS 60: AASHTO M 294, soil tight with bell and spigot, with smooth waterway for coupling joints.
- D. HDPE Soil tight Couplings: AASHTO M 294, corrugated, matching pipe and fittings.

### 2.2 PVC PIPE AND FITTINGS

- A. PVC Water-Service Piping:
  - 1. Pipe: ASTM D1785, Schedule 40 PVC, with plain ends for solvent-cemented joints.
  - 2. Fittings: ASTM D2466, Schedule 40 PVC, socket type.

### 2.3 CLEANOUTS

- A. Cast-Iron Covers:
  - 1. Source Limitations: Obtain cast-iron cleanouts from single manufacturer.
  - 2. Description: ASME A112.36.2M, round, gray-iron housing with clamping device and round, secured, scoriated, gray-iron cover. Include gray-iron ferrule with inside caulk or spigot connection and countersunk, tapered-thread, brass closure plug.
  - 3. Top-Loading Classification(s): Heavy Duty.
- B. PVC Cleanouts:
  - 1. Source Limitations: Obtain PVC cleanouts from single manufacturer.
  - 2. Description: PVC body with PVC threaded plug. Include 6" Schedule 40 PVC pipe, fitting, and riser to cleanout.

### 2.4 CONCRETE

- A. General: Cast-in-place concrete in accordance with DelDOT Class A or B, and the following:

1. Cement: ASTM C150, Type II.
  2. Fine Aggregate: ASTM C33, sand.
  3. Coarse Aggregate: ASTM C33, crushed gravel.
  4. Water: Potable.
- B. Portland Cement Design Mix: 4000 psi minimum, with 0.45 maximum water/cementitious materials ratio.
1. Reinforcing Fabric: ASTM A1064, steel, welded wire fabric, plain.
  2. Reinforcing Bars: ASTM A615, Grade 60 deformed steel.
- C. Ballast and Pipe Supports: Portland cement design mix, 3000 psi minimum, with 0.58 maximum water/cementitious materials ratio.
1. Reinforcing Fabric: ASTM A1064, steel, welded wire fabric, plain.
  2. Reinforcing Bars: ASTM A615, Grade 60 deformed steel.

### PART 3 - EXECUTION

#### 3.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

#### 3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings in accordance with manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- D. Install gravity-flow, nonpressure drainage piping in accordance with the following:
1. Install piping pitched down in direction of flow.
  2. Install piping with 12 inch minimum cover.
  3. Install PE corrugated sewer piping in accordance with ASTM D2321.
  4. Install PVC piping in accordance with ASTM D2321 and ASTM F1668.
  5. Install PVC profile gravity piping in accordance with ASTM D2321 and ASTM F1668.
  6. Install PVC piping in accordance with ASTM D2321 and ASTM F1668.

#### 3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping in accordance with the following:

1. Join corrugated-PE piping in accordance with ASTM D3212 for push-on joints.
2. Join PVC piping in accordance with ASTM D2321 and ASTM D3034 for elastomeric-seal joints or ASTM D3034 for elastomeric-gasketed joints.
3. Join PVC profile gravity piping in accordance with ASTM D2321 for elastomeric-seal joints or ASTM F794 for gasketed joints.
4. Join dissimilar pipe materials with nonpressure-type flexible couplings.

### 3.4 CLEANOUT INSTALLATION

- A. Install cleanouts and riser extensions from sewer pipes to cleanouts at grade. Use cast-iron soil pipe fittings in sewer pipes at branches for cleanouts and cast-iron soil pipe for riser extensions to cleanouts. Install piping so cleanouts open in direction of flow in sewer pipe.
  1. Use Heavy-Duty, top-loading classification cleanouts.
- B. Set cleanout frames and covers in earth in cast-in-place concrete extending 10" beyond all sides of the pipe, 4 inches deep. Set with tops 0.5 inches above surrounding earth grade.
- C. Set cleanout frames and covers in concrete pavement and roads with tops flush with pavement surface.

### 3.5 CONCRETE PLACEMENT

- A. Place cast-in-place concrete in accordance with ACI 318.

### 3.6 FIELD QUALITY CONTROL

- A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
  1. Submit separate reports for each system inspection.
  2. Defects requiring correction include the following:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structures.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  3. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  4. Reinspect and repeat procedure until results are satisfactory.
- B. Test new piping systems, and parts of existing systems that have been altered, extended, or repaired, for leaks and defects.
  1. Do not enclose, cover, or put into service before inspection and approval.
  2. Test completed piping systems in accordance with requirements of authorities having jurisdiction.

3. Schedule tests and inspections by authorities having jurisdiction with at least 24 hours' advance notice.
  4. Submit separate report for each test.
  5. Gravity-Flow Storm Drainage Piping: Test in accordance with requirements of authorities having jurisdiction, UNI-B-6, and the following:
    - a. Exception: Piping with soiltight joints unless required by authorities having jurisdiction.
    - b. Option: Test plastic piping in accordance with ASTM F1417.
- C. Leaks and loss in test pressure constitute defects that must be repaired.
- D. Replace leaking piping using new materials, and repeat testing until leakage is within allowances specified.
- 3.7 CLEANING
- A. Clean interior of piping of dirt and superfluous materials. Flush with potable water.

**END OF SECTION**

**THIS PAGE INTENTIONALLY LEFT BLANK**