

**PROJECT MANUAL  
BID SET**

**GREEN CHIMNEYS  
400 DUANSBURG ROAD  
BREWSTER, NEW YORK 10509**

**HVAC UPGRADE  
AT  
POOL/GYM BUILDING**

**EISENBACH AND RUHNKE ENGINEERING, P.C.  
PROJECT NUMBER 50-19-01  
DECEMBER 23, 2020**



**THE ENGINEER THAT HAS SIGNED THIS DOCUMENT CERTIFIES THAT TO THE BEST OF HIS KNOWLEDGE, INFORMATION AND BELIEF, THE PLANS AND SPECIFICATIONS ARE IN ACCORDANCE WITH APPLICABLE REQUIREMENTS OF THE NEW YORK STATE UNIFORM FIRE PREVENTION AND BUILDING CODE, THE STATE ENERGY CONSERVATION CONSTRUCTION CODE, CONSTRUCTION STANDARDS OF THE COMMISSIONER OF EDUCATION, NEW YORK STATE DEPARTMENT OF LABOR PART 56 OF TITLE 12, AND UNITED STATES ENVIRONMENTAL PROTECTION AGENCY ASBESTOS HAZARD EMERGENCY RESPONSE ACT REGULATIONS.**

**JACK EISENBACH IS ACCREDITED BY THE EPA AND NEW YORK STATE UNDER THE AHERA REGULATIONS AS AN ASBESTOS PROJECT DESIGNER (ASBESTOS HANDLING CERTIFICATE NUMBER AH 8807060).**

**DIVISIONS 0,1,3,7,23,26,31  
EISENBACH AND RUHNKE ENGINEERING, P.C.  
291 GENESEE STREET  
UTICA, NEW YORK 13501  
WWW.ERENGPC.COM  
PH. 315-735-1916  
FAX 315-735-6365**

**COPYRIGHT © EISENBACH AND RUHNKE ENGINEERING, P.C. 2000  
ALL RIGHTS RESERVED**

**SECTION 00 0110**  
**TABLE OF CONTENTS**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

SECTION 00 0101 - Project Title Page
SECTION 00 0110 - Table of Contents
SECTION 00 0115 - List of Drawing Sheets
SECTION 00 1113 - Invitation for Bids
SECTION 00 2113 - Instructions to Bidders
ATTACHMENT - AIA A701-1997
SECTION 00 2113A - Supplementary Instructions to Bidders
SECTION 00 2114 - RFI Form
SECTION 00 4100 - Bid Form - HVAC
SECTION 00 4101 - Statement of Surety's Intent
SECTION 00 5000 - Contracting Forms and Supplements
SECTION 00 5200 - Agreement Form
ATTACHMENT - AIA A101 - 2007
SECTION 00 6000 - Project Forms
SECTION 00 7200 - General Conditions
ATTACHMENT - AIA A201 -2007
SECTION 00 7300 - Supplementary Conditions
SECTION 00 7300A - Supplementary General Conditions to AIA A201-2007

**SPECIFICATIONS**

**DIVISION 01 -- GENERAL REQUIREMENTS**

SECTION 01 1000 - Summary
SECTION 01 2000 - Price and Payment Procedures
SECTION 01 2100 - Allowances
SECTION 01 3000 - Administrative Requirements
SECTION 01 3323 - Shop Drawings, Submittals, Product Data, and Samples
SECTION 01 3323.01 - Submittal Cover Sheet
SECTION 01 4000 - Quality Requirements
SECTION 01 4100 - Regulatory Requirements
SECTION 01 4216 - Definitions
SECTION 01 4219 - Reference Standards
SECTION 01 4533 - Code-Required Special Inspections
SECTION 01 5000 - Temporary Facilities and Controls
SECTION 01 5060 - Site Safety
SECTION 01 6000 - Product Requirements
SECTION 01 7000 - Execution and Closeout Requirements
SECTION 01 7329 - Cutting and Patching
SECTION 01 7330 - Selective Removals

SECTION 01 7419 - Construction Waste Management and Disposal

SECTION 01 7800 - Closeout Submittals

**DIVISION 02 – EXISTING CONDITIONS**

SECTION 02 4100 – Demolition and Selective Removals

**DIVISION 03 -- CONCRETE**

SECTION 03 3000 - Cast-in-Place Concrete

**DIVISION 05 – METALS**

SECTION 05 5000 - Metal Fabrications

**DIVISION 06 – WOODS, PLASTIC AND COMPOSITES**

SECTION 06 1010 - Roof Related Rough Carpentry

**DIVISION 07 -- THERMAL AND MOISTURE PROTECTION**

SECTION 07 5010 - Modifications to Existing Roofing

SECTION 07 8400 - Firestopping

SECTION 07 9200 - Joint Sealants

**DIVISION 09 - FINISHES**

SECTION 09 9123 - Interior Painting

**DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**

SECTION 23 0000 - General Provisions - Mechanical

SECTION 23 0130.51 - HVAC Air-Distribution System Cleaning

SECTION 23 0516 - Expansion Fittings and Loops for HVAC Piping

SECTION 23 0517 - Sleeves and Sleeve Seals for HVAC Piping

SECTION 23 0519 - Meters and Gauges for HVAC Piping

SECTION 23 0548 - Vibration and Seismic Controls for HVAC

SECTION 23 0593 - Testing, Adjusting, and Balancing for HVAC

SECTION 23 0800 - Commissioning of HVAC

SECTION 23 0913 - Instrumentation and Control Devices for HVAC

SECTION 23 0993 - Sequence of Operations for HVAC Controls

SECTION 23 0995 - BACnet Building Automation System

SECTION 23 1123 - Facility Natural-Gas Piping

SECTION 23 2220 - Hydronic Piping

SECTION 23 2221 - Hydronic Specialties

SECTION 23 2223 - Hydronic Pumps

SECTION 23 2500 - HVAC Water Treatment

SECTION 23 3100 - HVAC Ducts and Casings

SECTION 23 3300 - Air Duct Accessories

SECTION 23 3422 - Demand Control Ventilation DCV

SECTION 23 5100 - Breechings, Chimneys, and Stacks

SECTION 23 7223 - Packaged Air-to-Air Energy Recovery Units

**DIVISION 26 -- ELECTRICAL**

SECTION 26 0505 - Selective Demolition for Electrical

SECTION 26 0519 - Low-Voltage Electrical Power Conductors and Cables

SECTION 26 0526 - Grounding and Bonding for Electrical Systems

SECTION 26 0529 - Hangers and Supports for Electrical Systems

SECTION 26 0533.13 - Conduit for Electrical Systems

SECTION 26 0533.16 - Boxes for Electrical Systems

SECTION 26 0553 - Identification for Electrical Systems

SECTION 26 0583 - Wiring Connections

SECTION 26 0923 - Lighting Control Devices

SECTION 26 2419 - Motor-Control Centers

SECTION 26 2726 - Wiring Devices

SECTION 26 2816.13 - Enclosed Circuit Breakers

SECTION 26 2923 - Variable-Frequency Motor Controllers

SECTION 26 5100 - Interior Lighting

**DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY**

SECTION 28 4600 - Fire Detection and Alarm

**END OF SECTION**

**SECTION 00 0115**  
**LIST OF DRAWING SHEETS**

**PART 1 - GENERAL**

**1.01 DRAWING INDEX**

- A. Drawings are listed on Cover Page CP for all work.
- B. Drawings are the property of the Engineer and shall not be used for any other purpose other than contemplated by the Drawings and Project Manual.

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

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

**END OF LIST OF DRAWINGS**

**SECTION 00 1113**  
**INVITATION FOR BIDS**

**GREEN CHIMNEYS**

**1.01 INVITES BIDS FOR HVAC UPGRADE AND GYMNASIUM FLOOR REPLACEMENT**

- A. Sealed bids will be received by the at Green Chimneys until 2:00 P.M. on the 23rd of February, 2021.
- B. A pre-bid conference and on-site review of the Project areas will be conducted by the Engineer on January 19, 2021 commencing at 10:00 AM.
- C. Attention of the Bidder is particularly called to the Owner's sales tax exemption. In addition, the Bidding Documents for this project contain detailed requirements for the qualification of Bidders. These include, among other things, rigid bonding and insurance requirements, financial statements, bank references, lists of lawsuits, arbitrations or other proceedings in which the Bidder has been named as a party, a statement of surety's intent to issue Performance and Payment Bonds, and a description of other projects of similar size and scope completed by the Bidder.
- D. Bids shall be prepared as set forth in "Instructions to Bidders", enclosed in a sealed envelope bearing on its face the name and address of the Bidder and the title of the Work to which the bid enclosed relates.
- E. Each Bidder shall deposit with its bid, security in an amount not less than five percent (5%) of the base bid in the form and subject to the conditions provided in the "Instructions to Bidders."
- F. No Bidder may withdraw its bid within forty-five (45) days after the actual bid opening.
- G. Green Chimneys reserves the right to waive any and all informalities in or to reject any or all bids.

**END OF BID SOLICITATION**

**SECTION 00 2113**  
**INSTRUCTIONS TO BIDDERS**

**SUMMARY**

**1.01 RELATED DOCUMENTS**

**1.02 DRAWINGS AND GENERAL PROVISIONS OF THE CONTRACT, INCLUDING GENERAL AND SUPPLEMENTARY CONDITIONS AND DIVISION 1 SPECIFICATION SECTIONS APPLY TO THIS SECTION.**

**1.03 DOCUMENT INCLUDES**

- A. Invitation
  - 1. Bid Submission
  - 2. Work Identified in the Contract Documents
  - 3. Contract Time
- B. Bid Documents and Contract Documents
  - 1. Definitions
  - 2. Contract Documents Identification
  - 3. Availability
  - 4. Examination
  - 5. Inquiries/Addenda
  - 6. Product/Assembly/System Substitutions
- C. Site Assessment
  - 1. Site Examination
  - 2. Pre-bid Conference
- D. Qualifications
  - 1. Qualifications
  - 2. Subcontractors/Suppliers/Others
- E. Bid Submission
  - 1. Bid Depository
  - 2. Submission Procedure
  - 3. Bid Ineligibility
- F. Bid Enclosures/Requirements
  - 1. Security Deposit
  - 2. Consent of Surety
  - 3. Performance Assurance
  - 4. Bid Form Requirements
  - 5. Bid Form Signature
  - 6. Additional Bid Information
  - 7. Selection and Award of Alternates
- G. Offer Acceptance/Rejection
  - 1. Duration of Offer
  - 2. Acceptance of Offer

**1.04 RELATED DOCUMENTS**

- A. Document 00 4100 - Bid Form
- B. Document 00 4101 - Statement of Surety's Intent.
- C. Document 00 7300 - Supplementary Conditions:

## **INVITATION**

### **2.01 BID SUBMISSION**

- A. Bids signed and under seal, executed, and dated will be received at the office of Green Chimneys at 400 Duansburg Road, Brewster, NY 10509 before 2:00 P.M. local standard time on the 23rd day of February, 2021.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

### **2.02 LUMP SUM BIDS**

- A. Bids will be received for:  
HVAC

### **2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract is as described in the specifications and on the drawings.
- B. Locations: Athletic Building

### **2.04 CONTRACT TIME**

- A. Owner requires that under the work of this contract be completed by **July 31, 2021** and consideration will be given to time of completion when reviewing the submitted bids.

### **2.05 BID DOCUMENTS AND CONTRACT DOCUMENTS**

- A. Definitions: All definitions set forth in the General Conditions of the Contract and Section 01 4216 are applicable to these Instructions to Bidders.
- B. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

### **2.06 CONTRACT DOCUMENTS IDENTIFICATION**

- A. The Contract Documents are identified as E&R Project Number 50-19-01, as prepared by Eisenbach and Ruhnke Engineering, P.C. who is located at 291 Genesee Street, Utica, New York 13501, and with contents as identified in the Table of Contents.

### **2.07 AVAILABILITY**

- A. Bid Documents may be obtained at the office of Eisenbach and Ruhnke Engineering, P.C. which is located at 291 Genesee Street, Utica, New York 13501 at (315) 735-1916.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

### **2.08 EXAMINATION**

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Engineer should the documents be incomplete.
- B. Immediately notify Engineer upon finding discrepancies or omissions in the Bid Documents.

### **2.09 INQUIRIES/ADDENDA**

- A. Direct questions to Jack Eisenbach , email: [jeisenbach@erengpc.com](mailto:jeisenbach@erengpc.com); email cc: [acorrell@erengpc.com](mailto:acorrell@erengpc.com). Any and all questions about the interpretation or clarification of the Bid Documents, or about any other matter affecting the Work or pertaining to the bid must be directed in writing on the form in Section 00 2114, to the Engineer.
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients.



- E. Answers: The Engineer will issue addenda, if necessary, to answer each question. Bidders shall rely on answers contained in such addenda and shall not rely upon any oral answers given by any employee or agent of Owner, Engineer, and Engineer's Consultants.

## **2.10 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. Where the Bid Documents stipulate a particular product, bidders shall comply with the specifications, performance and quality of the specification item. The Engineer will not review any substitutions during the bidding period. The bidder assumes all responsibility to meet the requirements and the Engineer shall be final authority as to a product is equal to the specification.
- B. See Section 01 6000 - Product Requirements for additional requirements.

## **SITE ASSESSMENT**

### **3.01 SITE EXAMINATION**

- A. Bidders may inspect the site at the time of the pre-bid conference 10 AM January 19, 2021, or other times by advance agreement with the Owner. Contractor to meet at the maintenance building. Bidders who do not inspect the site shall be nevertheless responsible for such information as might have been obtained from a reasonable site inspection.

### **3.02 PREBID CONFERENCE**

- A. A Pre-Bid conference has been scheduled for the time and day indicated on the Advertisement to Bid.
- B. Representatives of Eisenbach and Ruhnke Engineering, P.C. will be in attendance.
- C. Attendance is Non-Mandatory.
- D. Summarized minutes of this meeting will be circulated to attendees. These minutes will form part of the Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

## **BID SUBMISSION**

### **5.01 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. Proposals must be submitted on the Form provided by the Engineer included in the project manual with all blanks appropriately filled in. They must be submitted in sealed envelopes bearing on the outside the name and address of the bidder title of the project and trade.
- E. To submit a bid for a bid package, the bidder should photo copy or remove the bid/proposal form for that bid package from the Project Manual. Then the bidder should complete, sign and submit the form as required herein.
- F. All bid prices shall be filled in, both in words and figures. Signatures shall be in ink and in longhand. Proposals which are incomplete, conditional or obscure may be rejected as informal. Additional copies of the Proposal Form will be furnished by the Architect upon request.
  - 1. In case of a discrepancy between the words and figures, the written word, not the figures, will govern.
- G. Bidder's shall not rely on oral statements made by any employee or agent of the Owner, Engineer, Engineer's consultants or Owner's Representative. Before submitting a proposal, bidders shall fully inform themselves as to all existing conditions and limitations and shall include in the Proposal a sum to cover the cost of all items included in the Contract.
- H. No oral or telephonic proposals or modifications of proposals will be considered.

## **BID ENCLOSURES/REQUIREMENTS**

### **6.01 SECURITY DEPOSIT**

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form or certified check, including alternates.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders and other requested enclosures.
- F. If no contract is awarded, all security deposits will be returned.

### **6.02 CONSENT OF SURETY**

- A. Submit with the Bid: Section 00 4101.

### **6.03 PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Provide a Performance and Payment bond as described in Document 00 7300 - Supplementary Conditions and the General Conditions. Prior to the execution of the Contract, the bidder to furnish bonds covering and faithful performance of the Contract and the payment of all obligations arising thereunder in such form and amount as the Owner may prescribe and with such sureties secured through the bidder's usual sources as may be agreeable to the parties.
- B. Include the cost of performance assurance bonds in the Bid Amount.
- C. The bidder shall require the attorney in fact who executes the required bonds on the behalf of the surety to affix thereto an original certified and current copy of his power of attorney indicating the monetary limit of such power.

### **6.04 INSURANCE**

- A. Provide an executed "Undertaking of Insurance" stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

### **6.05 BID FORM REQUIREMENTS**

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

### **6.06 SALES AND USE TAXES**

- A. The Owner is a tax exempt entity, so there shall be no charge for sales or use taxes. The Owner documents this status as requested.

### **6.07 FEES FOR CHANGES IN THE WORK**

- A. Refer to General Conditions.

### **6.08 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.

4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

#### **6.09 EQUIVALENCY CLAUSE**

- A. Where, in these specifications, certain kinds, types, brands, or manufacturers of material are named, they shall be regarded as the standard of quality. Where two or more are named the Contractor may select one of those items, subject to meeting the requirements of the specified product.. If the contractor desires to use any kind, type, brand, or manufacture of material other than those named in the specification, he shall indicate in writing, and prior to award of the contract, what kind, type, brand, or manufacture is included in the base bid for the specified items. Submit information describing in specific detail, wherein it differs from the quality and performance required by the base specifications, and such other information as may be required by the Owner. Contractor shall refer to Section 01 6000.

#### **6.10 ADDITIONAL BID INFORMATION**

- A. Submit the following Supplements concurrent with bid submission.
  1. Section 00 4101 - Statement of Surety's Intent

#### **OFFER ACCEPTANCE/REJECTION**

##### **7.01 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner, at its discretion to reject a bid if the bidder fails to furnish any required bid security, or to submit the information required by the bidding documents or if the bid is incomplete or irregular.
- C. After acceptance by Owner, Engineer on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

##### **7.02 POST-BID PROCEDURE**

- A. The bid proposal, alternates, and the proposed subcontractors. Information received from owners of other projects all will be considered to determine whether the contractor is the "lowest responsible bidder" in making the award. The Owner and Engineer may make such investigation as the Owner deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work.
- B. When requested by the Owner, bidders shall furnish all information and data required by the Owner within the time and in the form and manner requested by the Owner. Upon notification from the Owner, the apparent low bidder shall furnish, within three (3) working days after the bid opening, Two (2) copies of the following information in writing:
  1. Evidence of the bidder's financial responsibility, including a certified financial statement prepared by a certified public accountant. The financial statement shall include, but not limited to the following:
    - a. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses):
    - b. Net Fixed Assets:
    - c. Other Assets:
    - d. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes):
    - e. Other Liabilities (e.g., Capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).
    - f. The names, addresses and phone numbers of the subcontractors and suppliers that the bidder proposes to use on the project.
    - g. A bar-chart showing the bidder's proposed plan and schedule to complete the bidder's work in accordance with the milestones and phasing plan.
    - h. The insurance certificates required by the Bid Documents.
    - i. A proposed schedule of values for the bidder's work.

- j. A proposed list of submittals and a proposed schedule for making them, all keyed to the bar-chart.
2. After receipt of the above information, the Owner will designate a time and place for the meeting between the Owner and Architect and the apparent low bidder. The apparent low bidder's principal, project manager and site superintendent will attend that meeting, at which time the parties will discuss the bidder's responsiveness, responsibility and qualifications.
3. The Owner reserves the right to disapprove the use of any proposed Subcontractor, and in such event, the bidder shall submit the name of another Subcontractor in like manner within the time specified by the Owner, as set forth in of the Agreement.
4. To the fullest extent allowed by law, the Owner reserves the right to reject any bid if the evidence required by the Owner is not submitted or fails to satisfy the Owner that the bidder is responsible, able and qualified to carry out the obligations of the Contract or to complete the Work as contemplated. The Owner will consider the information received in determining whether or not to accept a proposal.
5. Acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Owner.
6. Any bidder whose proposal is accepted will be required to sign the Owner/Contractor Agreement no later than ten (10) days after notification of Award of Bid or five (5) days following receipt of Contract, whichever is later.
7. In the event that the Owner should reject the proposal of the bidder, the Owner may elect to meet with the next lowest bidder and to consider the information as provided above. In the event that the proposal of the next lowest bidder is rejected, the Owner may elect to meet with the third lowest bidder and repeat the above process. At all times the Owner retains the right to reject all bids.

**END OF SECTION**

# DRAFT AIA® Document A701™ – 1997

## Instructions to Bidders

for the following PROJECT:

(Name and location or address)

<< >>  
<< >>

THE OWNER:

(Name, legal status and address)

<< >><< >>  
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >><< >>  
<< >>

### TABLE OF ARTICLES

- |   |  |
|---|--|
| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 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 |

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

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

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

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is 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.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid 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.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local 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.

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

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner 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 at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

### § 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of 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 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. 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 the agent's authority to bind the Bidder.

## § 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

## § 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

## § 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.



§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

## **ARTICLE 5 CONSIDERATION OF BIDS**

### **§ 5.1 OPENING OF BIDS**

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

### **§ 5.2 REJECTION OF BIDS**

The Owner shall have the right to reject any or 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.

### **§ 5.3 ACCEPTANCE OF BID (AWARD)**

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

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

### **§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

### **§ 6.2 OWNER'S FINANCIAL CAPABILITY**

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 SUBMITTALS**

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

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

### **§ 7.1 BOND REQUIREMENTS**

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

### **§ 7.2 TIME OF DELIVERY AND FORM OF BONDS**

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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

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

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.

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

The Instructions to Bidders, AIA Document A701, (1997 Edition), Articles 1 through 5, five pages, is hereby designated as one of the Contract Documents. The Supplementary Instructions to Bidders set forth herein are likewise designated one of the Contract Documents, and amend and supplement and, in some cases, void portions of the aforesaid Instructions to Bidders as hereinafter set forth and, except as hereby amended and supplemented (or voided), the AIA Instructions to Bidders shall remain in full force and effect. The article numbers set forth in the Supplementary Instructions to Bidders correspond to (or are in addition to) the article numbers set forth in the AIA Instructions to Bidders (AIA Document A701, 1997 Edition).

### **ARTICLE 1 - DEFINITIONS**

*Add the following clause at the end of paragraph 1.6:*

“For additional requirements refer to Specification Section 01 23 00 - ALTERNATES.”

*Add the following paragraph 1.10:*

1.10 “Where the term Architect or Engineer appears in the Documents, it refers to Eisenbach & Ruhnke Engineering, P.C., 291 Genesee Street, Utica, New York 13501.”

### **ARTICLE 2 - BIDDER’S REPRESENTATION**

*Add the following clause to subparagraph 2.1.3:*

Pre-Bid Conference and On-Site Inspection of the premises will be held on the date and time indicated on the Advertisement to Bid by the Engineer. Attendance is **not** mandatory for all Bidders.

*Add the following subparagraph:*

2.1.5 Bidder represents that it and its employees, agents and independent contractors are fully licensed, qualified, certified and registered under all applicable state and federal laws and regulations to perform the work which is the subject of this contract.

### **ARTICLE 3 - BIDDING DOCUMENTS**

*Alter subparagraph 3.1.1 as follows:*

3.1.1 In line four, delete the word “ten” and replace it with the word “thirty.” At the end of the subparagraph, add the following: “For the bidding documents to be deemed in good condition, they must be returned bound as issued, legible and containing only the markings necessary for bidding purposes.”

*Delete Paragraph 3.3 Substitutions and replace with the following:*

#### **3.3 EQUIVALENTS**

In the Specifications, where two or more kinds, types, brands, or manufacturers of materials are named, they are regarded as the required standard of quality and are presumed to be equal. The bidder may select one of these items or, if the Bidder desires to use any kind, type, brand or manufacturer of material other than those named in the Specifications. Bidder shall indicate in writing, prior to award of Contract, what kind, type, brand, or manufacturer of material is included in the Base Bid for the specified items. The risk of whether bid items will be approved as equivalents is borne by the Contractor.

- 3.3.2** Requests for approval of equivalents prior to receipt of Bids will not be considered.

*Add the following clause 3.3.2.1 to subparagraph 3.3.2:*

- 3.3.2.1** Requests for equivalents will only be considered from Bidders, not from prospective subcontractors, material suppliers, manufacturers or other entities.

**Alter subparagraph 3.4.3 as follows:**

- 3.4.3** Delete the word “four” in line one and replace it with the word “five”.

#### **ARTICLE 4 - BIDDING PROCEDURES**

*Add the following subparagraphs 4.1.8 and 4.1.9 immediately after subparagraph 4.1.7:*

- 4.1.8** Submissions.  
  
Include status as subsidiary, if applicable.
- 4.1.9** The Bidder shall submit as part of the Bid, a statement of Surety’s Intent on the form or a reproduction of the form provided for that purpose in the Bidding Documents.

*Alter subparagraph 4.2.1 as follows:*

- 4.2.1** Delete the last sentence of this subparagraph 4.2.1

*Add the following subparagraphs 4.3.5, 4.3.6 and 4.3.7 immediately after subparagraph 4.3.4:*

- 4.3.5** Submit one copy of the Bid Proposal on forms provided with the Bidding Documents.
- 4.3.6** Each proposal shall be accompanied by Bid Security in the amount of five percent (5%) of the Base Bid. Such security may be in the form of a Bid Bond, cashier’s or certified check made payable to Lawrence Union Free School District.
- 4.3.6.1** A Bid Bond, if used, shall be written by a company licensed to sell Surety Bonds in the State of New York and written on an unaltered AIA Bid Bond, Form A310, 2010 Edition.
- 4.3.6.2** Failure to comply with Section 4.3.6.1 shall be cause, in the sole discretion of the Owner, for rejection of the Bid.
- 4.3.7** The Bid shall be accompanied by a Statement of Surety’s Intent, stating that the bonds required under Article 11 of the General Conditions of the Contract for Construction will be furnished. Such statement shall be written by a company licensed to sell surety bonds in the State of New York and written on the Statement of Surety’s Intent form included in the Contract Documents.

#### **ARTICLE 5 - CONSIDERATION OF BIDS**

*Add the following paragraphs following paragraph 5.3:*

- 5.4 INVESTIGATION OF BIDDERS**

The Owner and its agents shall have the right to make reasonable and confidential investigations of any Bidder to determine the Bidder's responsibility including, but not limited to, the Bidder's competence, experience in the performance of projects of similar size, duration and complexity, financial resources, bonding capacity, number of available workers and work crews, any record of violations of state or federal regulations and possession of properly certified work crews and equipment.

## **5.5 SUBMISSION OF DOCUMENTS**

The following submissions, in addition to the information required by the documents printed in the Contract Documents, shall be submitted to the Owner within three (3) business days of notification by the Owner that the Bidder has submitted the lowest acceptable Bid for the Project.

1. Latest available Dunn & Bradstreet report of the Bidder, dated.
2. Most recent audited financial statement covering a period of at least twelve (12) months.
3. 10K Statement, if applicable.
4. Statement of bankruptcy status, if the firm is bankrupt or has previously filed for bankruptcy or has been declared bankrupt.
5. Bank reference, including name and telephone number of bank officer.
6. List of principal owners, officers and directors of the Bidder, their addresses and telephone numbers.
7. List of any pending claims against insurance of \$25,000 or more, or any claims settled within the last three (3) years. State whether such claim is pending or settled.
8. List of any litigation, including arbitration proceedings, in which the Bidder has been named as a party within the last five (5) years, and the parties thereto. State whether such litigation or arbitration is pending, settled or adjudicated and, if adjudicated, the result.
9. List of all projects in progress on the date these Bids are due or projects that have been completed within the last eighteen (18) calendar months of the date Bids are due. Include names of contact persons, addresses and telephone numbers for Owner(s), Architect(s) and/or Engineer(s).
10. Any and all certificates, licenses or permits required by the Contractor or its employees to do the work of this Project consistent with all applicable laws.
11. A notarized statement of any and all violations by the Bidder of statutes, regulations, ordinances or other rules related to the work of this or other similar projects.
12. A notarized list of all names under which the Bidder has done business in the past five (5) years.

13. A manufacturers and subcontractors list for the Project on forms provided in the Project Manual.

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

*Add the following subparagraph 6.3.5 to Paragraph 6.3:*

- 6.3.5** Prior to the award of the Contract, but no later than three days after the opening of Bids, each Bidder shall submit a written itemization listing of what kind, type, brand or manufacturer of material is included in the Base Bid, if other than those required by the Specifications, as provided in Subparagraph 3.3.1.

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

*Alter the following subparagraphs as follows:*

- 7.1.1** Delete the words, "If stipulated in the Bidding Documents, the" and replace those words with "The".
- 7.1.2** Delete the first sentence and replace it with, "The cost of such bonds shall be included in the bid."
- 7.2.1** Delete from the first sentence the words "not later than three days following the date of", and replace those words with "at the".
- 7.2.2** Delete this subparagraph in its entirety and replace it with: "All bonds, including Bid Bond, Performance Bond and Labor and Material Payment Bond, shall be written by companies licensed to sell Surety Bonds in the State of New York."

*Add the following clauses:*

- 7.2.2.1** Bid Bonds shall be written on an unaltered AIA Bid Bond Document A310, 2010 Edition, in an amount equal to five percent (5%) of the Bid Price.
- 7.2.2.2** Performance Bond and Labor and Material Payment Bond shall both be written on an unaltered AIA Document A312, 2010 Edition, and each of the two Bonds shall be in an amount equal to the Bid Price.

*Alter subparagraph 7.2.3 as follows:*

- 7.2.3** Delete the words "or after" in subparagraph 7.2.3.

*Add the new Article 9, Insurance, following Article 8:*

#### **ARTICLE 9 - INSURANCE**

##### **9.1 SUBSTANTIVE REQUIREMENTS**

Requirements as to type and limits of insurance are set forth in Article 11 of the General Conditions.

##### **9.2 FORM OF SUBMITTALS**

Certificates of Insurance must be written on certificates as required by Supplemental General Conditions Section 11.1.3.

- 9.2.1** Certificates of Insurance shall clearly state whether the insurance offered is "claims made" or "occurrence based".
- 9.2.2** Certificates of Insurance shall clearly state whether the insurer is a licensed insurance company, the State in which the license is in effect, or whether the insurer is a Risk Retention Group.

**END OF SECTION**

**SECTION 00 2114**

**RFI FORM**

**CONTRACTOR'S REQUEST FOR INFORMATION NO.** \_\_\_\_\_

**E&R RFI NO:** \_\_\_\_\_

**NAME OF PROJECT:**

**HVAC UPGRADE**

NAME OF OWNER: Green Chimneys

A/E PROJECT NO: 50-19-01

- A. ENGINEER: Eisenbach and Ruhnke Engineering, P.C.  
291 Genesee Street  
Utica, New York 13501

Phone: 315.735.1916 Fax: 315.735.6365 Email: [jeisenbach@erengpc.com](mailto:jeisenbach@erengpc.com) & [acorrell@erengpc.com](mailto:acorrell@erengpc.com)

- B. FROM (CO. NAME): \_\_\_\_\_

DATE: \_\_\_\_\_

EMAIL/FAX NO. \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

DISCIPLINE/TRADE: \_\_\_\_\_

DWG./SPEC. REFERENCE: \_\_\_\_\_

QUESTION:

---

---

---

---

---

---

ANSWER:

---

---

---

ENGINEER'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: review and any responses to this request for information by the architect/engineer is strictly for design intent only and does not constitute acknowledgement or acceptance of any cost or schedule implications unless specifically presented by the contractor. By submission of this request for information, the contractor assumes all responsibility in the absence of an approved change order or work directive..

**END OF SECTION**



**SECTION 00 4100**  
**BID FORM**  
**CONTRACT – HVAC**

**THE PROJECT AND THE PARTIES**

**TO:**

Green Chimneys  
400 Duansburg Road  
Brewster, NY 10509

**FOR:**

**GREEN CHIMNEYS – HVAC UPGRADE**

ENGINEER'S PROJECT NUMBER: 50-19-01

**DATE:** \_\_\_\_\_ (**BIDDER TO ENTER DATE**)

**SUBMITTED BY:** \_\_\_\_\_

Bidder's Full Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone/Fax # \_\_\_\_\_

**1.01 OFFER**

- A. Having examined the Place of The Work and all matters referred to in the Bidding Requirements and the Contract Documents prepared by Eisenbach and Ruhnke Engineering, P.C. for the above mentioned project, we, the undersigned, hereby offers to enter into a Contract to perform HVAC Contract for the Sum of:
- B. **HVAC BASE BID A (Includes Bid Bond, Performance and Payment Bonds)**
1. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Eisenbach and Ruhnke Engineering, P.C. for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS
- C. **HVAC BASE BID B (Does not Include Bid Bond, Performance and Payment Bonds)**
2. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Eisenbach and Ruhnke Engineering, P.C. for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS
- D. **CONTINGENCY ALLOWANCE**
1. The Total Allowance as indicated in Section 01 2100 - Allowances is as follows:
- Twenty Thousand (\$20,000.00) DOLLARS

E. **TOTAL BASE BID A**

1. The Total Base Bid of this Proposal for all work required by the Contract Documents for Contract is as follows:

\_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS

(The Total Base Bid is sum of 1.01.B and 1.01.D)

F. **TOTAL BASE BID B**

1. The Total Base Bid of this Proposal for all work required by the Contract Documents for Contract is as follows:

\_\_\_\_\_  
(\$ \_\_\_\_\_) DOLLARS

(The Total Base Bid is sum of 1.01.C and 1.01.D)

- G. The undersigned further understands and agrees that he is to furnish and provide all necessary material, machinery, plant, implements, tools, labor, services, skill and other items of whatever nature required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with the drawings and specifications and any addenda thereto, and to accept in full compensation therefore the amount of the Total Base Bid stated, modified by such additive or deductive alternatives, if any are accepted by the Owner.
- H. All Allowances described in Section 01 2100 are included in Bid Sum.
- I. We have included the required security deposit as required by the Instruction to Bidders.
- J. All applicable federal taxes are included and State of New York taxes are included in the Bid Sum.

**1.02 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.
- B. If this bid is accepted by Green Chimneys within the time period stated above, the Contractor will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
  2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and the Contractor fails to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Green Chimneys by reason of the Contractor's failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

**1.03 REJECTION OF BIDS**

- A. The undersigned agrees that the Owner shall have the right to accept or reject any or all bids.

**1.04 CONTRACT TIME**

- A. If this Bid is accepted, the Contractor will:
1. Complete all the work covered by this Proposal with a commencement date of NO EARLIER THAN Award of Contract by Owner. Work shall be phased as indicated in Section 01 1000 Summary of Contract. Failure to complete each phase of work by dates indicated will result in damages being assessed as stated in paragraph 1.7.(B) of the Bidding Requirements.

**1.05 CHANGES TO THE WORK**

- A. Refer to General Conditions.

**1.06 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

### 1.07 BID FORM SUPPLEMENTS

A. The following information is included with Bid submission:

1. Document 00 4101 - Statement of Surety's Intent
2. Section 00 6000 - Project Forms Bid Bond

### 1.08 BIDDER'S FURTHER AFFIRMATION AND DECLARATION

A. The above name bidder and should this bid be a joint bid each party thereto, further affirm and declares:

1. That said bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein above named, has any interest in this bid or in the contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same work, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the Green Chimneys upon debt or contract, and is not a defaulter, as surety or otherwise upon any obligation to the said Green Chimneys
4. That no member of the Green Chimneys or any officer or employee of the Green Chimneys or person whose salary is payable in whole or in part from the Green Chimneys treasury, or the spouse of any foregoing is or shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he/she has carefully examined the site of the work and that, from his/her own investigations, he/she has satisfied him/herself as to the nature and location of the work, and character, quality and quantity of materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. That if a corporation, this bid or proposal containing the Non-Collusive Binding Certification and the foregoing Affirmation and Declaration has been authorized by the Board of Directors of such Corporation, which authorization includes the signing and submission of this bid or proposal and the inclusion therein of the said Certificate of Non-Collusion and Affirmation and Declaration as the Act and Deed of the Corporation.

### 1.09 BID FORM SIGNATURE(S)

The Corporate Seal of

\_\_\_\_\_  
(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

\_\_\_\_\_  
(Authorized signing officer, Title)

(Seal)

\_\_\_\_\_  
(Authorized signing officer, Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

Subscribed and sworn before me this day of \_\_\_\_ 20 \_\_\_\_

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

My Commission Expire: \_\_\_\_\_

**SECTION 00 4101**  
**STATEMENT OF SURETY'S INTENT**

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

**(OWNER)**

We have reviewed the Bid of \_\_\_\_\_

**(Contractor)**

**OF** \_\_\_\_\_

**(Address)**

**FOR** \_\_\_\_\_

**(Project)**

**BIDS FOR WHICH WILL BE RECEIVED ON \_\_\_\_\_ (BID OPENING DATE), AND WISH TO ADVISE THAT SHOULD THIS BID OF THE CONTRACTOR BE ACCEPTED AND THE CONTRACT AWARDED TO HIM IT IS OUR PRESENT INTENTION TO BECOME SURETY ON THE PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND REQUIRED BY THE CONTRACT.**

Any arrangement for the Bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if for any reason we do not execute the requisite Bonds.

We are duly licensed to sell surety bonds in the State of New York.

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Surety's Authorized Signature(s)

***ATTACH POWER OF ATTORNEY***

***(CORPORATE SEAL, IF ANY. IF NO SEAL, WRITE "NO SEAL" ACROSS THIS PLACE AND SIGN)***

**(THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID)**

**END OF SECTION**

**SECTION 00 5000**  
**CONTRACTING FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

**1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT**

- A. See Section 00 5200 - Agreement Form for the Agreement form to be executed.
- B. See Section 00 7200 - General Conditions for the General Conditions.
- C. See Section 00 7300 - Supplementary Conditions for the Supplementary Conditions.
- D. The Agreement is based on AIA A101-2007.
- E. The General Conditions are based on AIA A201-2007.

**1.03 FORMS**

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
  - 1. Bid Bond Form: AIA A310.
  - 2. Performance and Payment Bond Form: AIA A312.
- C. Clarification and Modification Forms:
  - 1. Architect's Supplemental Instructions Form: AIA G710-1992.
  - 2. Construction Change Directive Form: AIA G714-2007.
  - 3. Change Order Form: AIA G701.
- D. Closeout Forms:
  - 1. Certificate of Substantial Completion Form: AIA G704.

**1.04 REFERENCE STANDARDS**

- A. AIA A101-2007 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2007.
- B. AIA A201-2007 - General Conditions of the Contract for Construction; 2007.
- C. AIA A310 - Bid Bond; 2010.
- D. AIA A312 - Performance Bond and Payment Bond; 2010.
- E. AIA G701 - Change Order; 2017.
- F. AIA G704 - Certificate of Substantial Completion; 2017.
- G. AIA G710-1992 - Architect's Supplemental Instructions; 1992.
- H. AIA G710 - Architect's Supplemental Instructions; 2017.
- I. AIA G714-2007 - Construction Change Directive; 2007.
- J. AIA G714 - Construction Change Directive; 2017.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 00 5200**  
**AGREEMENT FORM**

**PART 1 GENERAL**

**1.01 FORM OF AGREEMENT**

**1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.**

**1.03 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions.
- B. Section 00 7300 - Supplementary Conditions.
- C. Section 01 4216 - Definitions.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF AGREEMENT FORM**

# DRAFT AIA® Document A101™ – 2007

**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~~Engineer:  
(Name, legal status, address and other information)

« »  
« »  
« »  
« »

The Owner and Contractor agree as follows.

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

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

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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

## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than 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 the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

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

« »

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

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( « » ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

« »



Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

#### ARTICLE 4 CONTRACT SUM

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

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

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

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

« »

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, 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 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent ( « » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent ( « » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect/Engineer shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

« »

§ 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 Section 12.2.2 of AIA Document A201–2007, 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/Engineer.

§ 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/Engineer's final Certificate for Payment, or as follows:

« »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect/Engineer will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect/Engineer.)*

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 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 draft was produced by AIA software at 10:39:13 on 09/25/2017 under Order No. 8284278800 which expires on 09/12/2018, and is not for resale.

User Notes:

(1803045461)

<< >>  
<< >>  
<< >>  
<< >>

#### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

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

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

<< >>

#### 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 A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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

<< >> % << >>

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

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

§ 8.6 Other provisions:

« »

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- 2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as defined in Specification Section 00 7300 Supplementary Conditions of Project Manual. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Formatted: Font: Not Italic

Type of insurance or bond	Limit of liability or bond amount (\$0.00)

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

**SECTION 00 6000**  
**PROJECT FORMS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Attorney-in-fact who execute said bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their Power of Appointment and Certification of an officer of the surety that the Power of Attorney continues in effect.

**1.02 BID BOND:**

- A. A Bid Bond will be required for this project. The American Institute of Architects Document A310, February 2010 edition entitled "Bid Bond" shall be the contract bond form for this project. Each individual bid shall be accompanied by a check upon a duly authorized State, National Bank or Trust Company, duly certified in the sum equal to FIVE (5%) percent of the total amount of the bid including alternates, or a Bid Bond in the amount of FIVE (5%) of the bid, including alternates, payable to the Owner, and shall be enclosed in an envelope containing the bid; as a guarantee that the Bidder will, after the award is made to him, enter into a bona fide contract with the Owner for the work, and furnish the bonds and liability policies as required under the specifications. If, for any reason, whatsoever, the Bidder fails to enter into a proper contract and to execute the proper bonds, as required by these specifications, the amount of said guarantee be retained by the Owner shall be the difference between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work.
  - 1. Each bid bond must also be accompanied by the written consent of the Surety Company authorized to do business in the State of New York and be Best "Secured" rated or better.
- B. All certified checks, except the check of the Bidder to whom a contract is awarded, will be returned to the respective Bidders, as soon as the Letter of Award has been issued by the Owner.
  - 1. The check of the Bidder, to whom a contract has been awarded, shall be retained until the contract has been executed and all bonds together with an approved liability insurance policy are filed with the Owner.

**1.03 PERFORMANCE AND PAYMENT BOND:**

- A. A Performance and Labor and Material Payment Bond will be required for this project. The bond premiums will be paid for by the Contractor.
- B. The American Institute of Architects, AIA Document A312, 2010 edition, entitled "Performance Bond" and AIA Document A312, 2010 edition, entitled "Payment Bond" and shall be the contract bond form for this project. AIA Document A311 is not acceptable.
- C. Each bond shall be a sum equal to One Hundred (100%) of the Contract Sum and shall be in a form satisfactory to the Owner, and shall be underwritten by a surety company authorized to do business in the State of New York.
- D. Every Bond under this paragraph must display the Surety's Bond Number.
- E. Each bond must be accompanied by an original Power of Attorney, giving the name of attorney's in fact and extent of bonding capacity.
- F. The Surety Company shall be obligated for the bonds for a two year period after substantial completion.
- G. All Surety Companies shall be permitted to do business in the State of New York and be A.M. Best Rating of "A" or better as to Policy Holder Ratings and "VII" or better as to Financial Size Category.
- H. A rider including the following provisions shall be attached to each Bond
  - 1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change or other modification of the Contract Documents. Such addition, alteration, change, extension of time, or other modification of the Contract Documents, or a forbearance on the part of

either the Owner or the Contractor to the other, shall not release the Surety of its obligations hereunder ad notice to the Surety of such matters is hereby waived.

2. Surety further agrees that in event of any default by the Owner in the performance of the Owner's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Owner shall have thirty (30) days from the time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first-class postage prepaid other means recognized by the court of jurisdiction to Owner.
3. Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner.

**END OF SECTION**

**SECTION 00 7200**  
**GENERAL CONDITIONS**

**FORM OF GENERAL CONDITIONS**

**1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED  
FOLLOWING THIS PAGE.**

**RELATED REQUIREMENTS**

**2.01 SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.**

**2.02 SECTION 01 4216 - DEFINITIONS.**

**END OF SECTION**



# DRAFT AIA® Document A201™ – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< >>  
<< >>

THE OWNER:

(Name, legal status and address)

<< >><< >>  
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >><< >>  
<< >>

### 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.

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

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

## 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, 13.4.2, 13.7, 14.1, 15.2

Addenda

1.1.1, 3.11

Additional Costs, Claims for

3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4

### Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.5**

Additional Insured

11.1.4

### Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**

### 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**, 7.3.8

All-risk Insurance

11.3.1, 11.3.1.1

### Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3

Approvals

2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10,  
4.2.7, 9.3.2, 13.5.1

### Arbitration

8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**

## ARCHITECT

**4**

Architect, Definition of

### 4.1.1

Architect, Extent of Authority

2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 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,  
13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 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,  
9.5.3, 9.6.4, 15.1.3, 15.2

Architect's Additional Services and Expenses

2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4

Architect's Administration of the Contract

3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5

Architect's Approvals

2.4, 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,  
7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1,  
13.5.2, 15.2, 15.3

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2

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, 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, 4.1.3, 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, 11.3.7, 12, 13.4.2, 13.5, 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, 11.3.7

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, 13.5

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 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, 5.2.1, 11.4.1

Binding Dispute Resolution

9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1,  
15.3.2, 15.4.1

### Boiler and Machinery Insurance

### 11.3.2

Bonds, Lien

7.3.7.4, 9.10.2, 9.10.3

### Bonds, Performance, and Payment

7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**

Building Permit

3.7.1

### Capitalization

### 1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

## **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, 15.1.3

Certificates of Inspection, Testing or Approval  
13.5.4

Certificates of Insurance  
9.10.2, 11.1.3

## **Change Orders**

1.1.1, 2.4, 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, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3

**Change Orders**, Definition of

### **7.2.1**

## **CHANGES IN THE WORK**

2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9

**Claims**, Definition of

### **15.1.1**

## **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, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**

## **Claims for Additional Time**

3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**

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

**3.7.4**  
**Claims for Damages**

3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

**Claims Subject to Arbitration**

15.3.1, 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, 11.3.1, 11.3.6, 11.4.1, 15.1.4

**Commencement of the Work**, Definition of

### **8.1.2**

## **Communications Facilitating Contract Administration**

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, 13.7, 14.1.2

## **COMPLETION, PAYMENTS AND**

### **9**

**Completion**, Substantial

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, 13.7

**Compliance with Laws**

1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 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, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 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, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

**Construction Schedules**, Contractor's

3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

## **Contingent Assignment of Subcontracts**

**5.4**, 14.2.2.2

## **Continuing Contract Performance**

### **15.1.3**

**Contract**, Definition of

### **1.1.2**

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

5.4.1.1, 11.3.9, **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, 11.1.3, 11.3.6, 11.4.1

**Contract Documents**, Copies Furnished and Use of  
1.5.2, 2.2.5, 5.3

**Contract Documents**, Definition of

### **1.1.1**

## **Contract Sum**

3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5

**Contract Sum**, Definition of

### **9.1**

**Contract Time**

3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5

**Contract Time**, Definition of

### **8.1.1**

## **CONTRACTOR**

### **3**

**Contractor**, Definition of

### **3.1, 6.1.2**

## **Contractor's Construction Schedules**

**3.10**, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2

**Contractor's Employees**

3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 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, 11.3.7, 12.1.2, 12.2.4

Contractor's Relationship with Subcontractors

1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8

Contractor's Relationship with the Architect

1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 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, 11.3.7, 12, 13.5, 15.1.2, 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

9.7

Contractor's Right to Terminate the Contract

14.1, 15.1.6

Contractor's Submittals

3.10, 3.11, 3.12.4, 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, 11.1.3, 11.4.2

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, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3

Contractual Liability Insurance

11.1.1.8, 11.2

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, 2.2.5, 3.11

Copyrights

1.5, **3.17**

Correction of Work

2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**

**Correlation and Intent of the Contract Documents**  
**1.2**

**Cost**, Definition of

**7.3.7**

Costs

2.4, 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, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 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, 11.1.1, 11.3, 12.2.4

Damage to the Work

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 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, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6

Damages for Delay

6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2

**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, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 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

2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 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, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1

**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, 15.1.5, 15.2.5

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, 11.1.2

**Emergencies**

**10.4**, 14.1.1.2, 15.1.4

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, 11.1.1, 11.3.7, 14.1, 14.2.1.1

Equipment, Labor, Materials or

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, 7.3.7, 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, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3

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, 15.1.5, 15.2.5

**Failure of Payment**

9.5.1.3, **9.7**, 9.10.2, 13.6, 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**, 11.1.2, 11.1.3, 11.3.1, 11.3.5,  
12.3, 14.2.4, 14.4.3  
Financial Arrangements, Owner's  
2.2.1, 13.2.2, 14.1.1.4  
Fire and Extended Coverage Insurance  
11.3.1.1  
**GENERAL PROVISIONS**  
**1**  
**Governing Law**  
**13.1**  
Guarantees (See Warranty)  
**Hazardous Materials**  
10.2.4, **10.3**  
Identification of Subcontractors and Suppliers  
5.2.1  
**Indemnification**  
3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2,  
11.3.7  
**Information and Services Required of the Owner**  
2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5,  
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1,  
13.5.2, 14.1.1.4, 14.1.4, 15.1.3  
**Initial Decision**  
**15.2**  
**Initial Decision Maker, Definition of**  
1.1.8  
Initial Decision Maker, Decisions  
14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5  
Initial Decision Maker, Extent of Authority  
14.2.2, 14.2.4, 15.1.3, 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, 13.5  
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, 13.5.2  
**Instruments of Service, Definition of**  
**1.1.7**  
Insurance  
3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**  
**Insurance, Boiler and Machinery**  
**11.3.2**  
**Insurance, Contractor's Liability**  
**11.1**  
Insurance, Effective Date of  
8.2.2, 11.1.2  
**Insurance, Loss of Use**  
**11.3.3**  
**Insurance, Owner's Liability**  
**11.2**

**Insurance, Property**  
10.2.5, **11.3**  
Insurance, Stored Materials  
9.3.2  
**INSURANCE AND BONDS**  
**11**  
Insurance Companies, Consent to Partial Occupancy  
9.9.1  
Intent of the Contract Documents  
1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4  
**Interest**  
**13.6**  
**Interpretation**  
1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1  
Interpretations, Written  
4.2.11, 4.2.12, 15.1.4  
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,  
4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 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, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1,  
10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6,  
14, 15.2.8, 15.4  
Liens  
2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8  
Limitations, Statutes of  
12.2.5, 13.7, 15.4.1.1  
Limitations of Liability  
2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7,  
4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2,  
11.2, 11.3.7, 12.2.5, 13.4.2  
Limitations of Time  
2.1.2, 2.2, 2.4, 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, 11.1.3, 11.3.1.5,  
11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15  
**Loss of Use Insurance**  
**11.3.3**  
Material Suppliers  
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5  
**Materials, Hazardous**  
**10.2.4**, **10.3**  
Materials, Labor, Equipment and  
1.1.3, 1.1.6, 1.5.1, 3.4.1, 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, 7.3.7, 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, 15.2.8

## **Mediation**

8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1

## **Minor Changes in the Work**

1.1.1, 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, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1

#### **Mutual Responsibility**

##### **6.2**

#### **Nonconforming Work, Acceptance of**

9.6.6, 9.9.3, **12.3**

Nonconforming Work, Rejection and Correction of  
2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Notice

2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1

#### **Notice, Written**

2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1

#### **Notice of Claims**

3.7.4, 10.2.8, **15.1.2**, 15.4

Notice of Testing and Inspections

13.5.1, 13.5.2

Observations, Contractor's

3.2, 3.7.4

Occupancy

2.2.2, 9.6.6, 9.8, 11.3.1.5

Orders, Written

1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1

## **OWNER**

### **2**

#### **Owner, Definition of**

##### **2.1.1**

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

2.1.2, **2.2**, 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, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3

Owner's Authority

1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 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, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7

Owner's Financial Capability

2.2.1, 13.2.2, 14.1.1.4

#### **Owner's Liability 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**

**2.4**, 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**

### **2.3**

Owner's Right to Suspend the Work

14.3

Owner's Right to Terminate the Contract

14.2

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3

## **Partial Occupancy or Use**

9.6.6, **9.9**, 11.3.1.5

## **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, 13.7, 14.1.1.3, 14.2.4

## **Payment, Failure of**

9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3

## **Payment Bond, Performance Bond and**

7.3.7.4, 9.6.7, 9.10.3, **11.4**

## **Payments, Progress**

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## **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**

7.3.7.4, 9.6.7, 9.10.3, **11.4**

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

2.2.2, **3.7**, 3.13, 7.3.7.4, 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, 15.1.3



## **Progress Payments**

9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3

## **Project, Definition of**

### **1.1.4**

Project Representatives

4.2.10

## **Property Insurance**

10.2.5, **11.3**

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

Regulations and Laws

1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4

Rejection of Work

3.5, 4.2.6, 12.2.1

Releases and Waivers of Liens

9.10.2

Representations

3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1

Representatives

2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1

Responsibility for Those Performing the Work

3.3.2, 3.18, 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, 2.3, 2.4, 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, 12.2.2, 12.2.4, **13.4**, 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, 15.1.5.2

## **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

## **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, 9.4.2, 9.10.1, 13.5

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, 13.5

Special Inspections and Testing

4.2.6, 12.2.1, 13.5

## **Specifications, Definition of**

### **1.1.6**

## **Specifications**

1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14

Statute of Limitations

13.7, 15.4.1.1

Stopping the Work

2.3, 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, 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, 7.3.7, 9.2, 9.3, 9.8,

9.9.1, 9.10.2, 9.10.3, 11.1.3

Submittal Schedule

3.10.2, 3.12.5, 4.2.7

## **Subrogation, Waivers of**

6.1.1, **11.3.7**

## **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, 13.7

## **Substantial Completion, Definition of**

### **9.8.1**

Substitution of Subcontractors

5.2.3, 5.2.4

Substitution of Architect

4.1.3

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, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3

## **Surety**

5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7

## **Surety, Consent of**

9.10.2, 9.10.3

## **Surveys**

2.2.3

## **Suspension by the Owner for Convenience**

### **14.3**

#### **Suspension of the Work**

5.4.2, 14.3

#### **Suspension or Termination of the Contract**

5.4.1.1, 14

## **Taxes**

3.6, 3.8.2.1, 7.3.7.4

## **Termination by the Contractor**

**14.1**, 15.1.6

## **Termination by the Owner for Cause**

5.4.1.1, **14.2**, 15.1.6

## **Termination by the Owner for Convenience**

### **14.4**

#### **Termination of the Architect**

4.1.3

#### **Termination of the Contractor**

14.2.2

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

### **14**

## **Tests and Inspections**

3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**

## **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, 15.1.5, 15.2.5

## **Time Limits**

2.1.2, 2.2, 2.4, 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, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4

## **Time Limits on Claims**

3.7.4, 10.2.8, **13.7**, 15.1.2

## **Title to Work**

9.3.2, 9.3.3

## **Transmission of Data in Digital Form**

### **1.6**

## **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, 7.3.4

#### **Use of Documents**

1.1.1, 1.5, 2.2.5, 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**

13.4.2

#### **Waiver of Claims by the Contractor**

9.10.5, 13.4.2, 15.1.6

#### **Waiver of Claims by the Owner**

9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6

#### **Waiver of Consequential Damages**

14.2.4, 15.1.6

#### **Waiver of Liens**

9.10.2, 9.10.4

## **Waivers of Subrogation**

6.1.1, **11.3.7**

## **Warranty**

3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7

## **Weather Delays**

15.1.5.2

## **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, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2

#### **Written Interpretations**

4.2.11, 4.2.12

#### **Written Notice**

2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1

#### **Written Orders**

1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2



## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

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

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

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

### § 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

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

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

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

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

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

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

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

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

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

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

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

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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

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

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

### § 3.4 LABOR AND MATERIALS

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

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

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

### § 3.5 WARRANTY

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

### § 3.6 TAXES

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

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

### § 3.8 ALLOWANCES

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



§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

## § 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

## § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

## § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

## § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

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

### § 3.14 CUTTING AND PATCHING

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

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

### § 3.15 CLEANING UP

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

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

### § 3.16 ACCESS TO WORK

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

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

### § 3.18 INDEMNIFICATION

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

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



## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

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

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

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

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

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

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

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

### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

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

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and

completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 DEFINITIONS**

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

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

### **§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

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

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

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

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those

portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

## **§ 6.2 MUTUAL RESPONSIBILITY**

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

**§ 6.2.2** If part of the Contractor’s Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner’s or separate contractor’s completed or partially completed construction is fit and proper to receive the Contractor’s Work, except as to defects not then reasonably discoverable.

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

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

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

## **§ 6.3 OWNER’S RIGHT TO CLEAN UP**

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

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

### **§ 7.1 GENERAL**

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

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

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

## § 7.2 CHANGE ORDERS

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

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

## § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

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

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;



- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

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

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

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

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

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

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

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

#### § 8.2 PROGRESS AND COMPLETION

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

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

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

#### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

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

### § 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

### § 9.4 CERTIFICATES FOR PAYMENT

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

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of

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

## **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

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

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

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

## **§ 9.6 PROGRESS PAYMENTS**

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

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the 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 material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.



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

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

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

## § 9.7 FAILURE OF PAYMENT

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

## § 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the

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

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

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

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

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

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

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

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

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

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

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

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

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

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

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

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

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

### **§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

### **§ 10.3 HAZARDOUS MATERIALS**

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to

persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

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

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

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

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

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

## **§ 10.4 EMERGENCIES**

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

## **ARTICLE 11 INSURANCE AND BONDS**

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

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;



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

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

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

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

## § 11.2 OWNER'S LIABILITY INSURANCE

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

## § 11.3 PROPERTY INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

**§ 11.3.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

### **§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise

have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

## **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

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

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

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

### **§ 12.1 UNCOVERING OF WORK**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

### **§ 12.2 CORRECTION OF WORK**

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

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

#### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established

under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

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

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

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

### **§ 13.2 SUCCESSORS AND ASSIGNS**

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

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

### **§ 13.3 WRITTEN NOTICE**

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



## **§ 13.4 RIGHTS AND REMEDIES**

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

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

## **§ 13.5 TESTS AND INSPECTIONS**

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

**§ 13.5.2** If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

**§ 13.5.3** If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

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

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

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

## **§ 13.6 INTEREST**

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

## **§ 13.7 TIME LIMITS ON CLAIMS**

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

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

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

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

persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

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

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

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

## § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

## **§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

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

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

## **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 CLAIMS**

#### **§ 15.1.1 DEFINITION**

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

#### **§ 15.1.2 NOTICE OF CLAIMS**

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

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

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

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

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

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

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

#### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand

fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

## § 15.3 MEDIATION

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

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

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

## § 15.4 ARBITRATION

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

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

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

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

## § 15.4.4 CONSOLIDATION OR JOINDER

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

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

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





**SECTION 00 7300**  
**SUPPLEMENTARY CONDITIONS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SUPPLEMENTARY GENERAL CONDITIONS TO AIA DOCUMENT A201-2007  
GENERAL CONDITIONS FOR THE CONTRACT OF CONSTRUCTION,  
DATED December 23, 2020 BY AND BETWEEN  
GREEN CHIMNEYS ("OWNER")  
AND EISENBACH & RUHNKE ENGINEERING, P.C. ("CONTRACTOR")**

**GENERAL CONDITIONS**

The General Conditions of the Contract for Construction, AIA Document A201-2007, Articles 1 through 15 inclusive, 25 pages, is hereby designated as one of the Contract Documents, and shall govern the Work under this Contract.

**SUPPLEMENTARY GENERAL CONDITIONS**

The Supplementary General Conditions set forth herein are likewise designated one of the Contract Documents, and amend and supplement, and in some cases, void portions of the General Conditions (AIA A201-2007) as set forth below and except as hereby amended and supplemented (or voided) the AIA General Conditions shall remain in full force and effect. The article numbers set forth in the Supplementary General Conditions correspond to (or are in addition to) the article numbers set forth in the AIA General Conditions (AIA Document A201-2007).

**ARTICLE 1 - GENERAL PROVISIONS**

1. Article 1, Subparagraph 1.1.2: In paragraph 1.1.2 in the first line, before the word "represents" add the following: "(or the "Agreement")"; and in the seventh line, after the word "Architect", add "; as a representative of the Owner,".
2. Article 1, Subparagraph 1.2.1: Delete the second sentence of subparagraph 1.2.1 beginning "The Contract Documents are complementary..." in its entirety from this Agreement. Add the following new subparagraph 1.2.1.1 at the end of subparagraph 1.2.1:

1.2.1.1 In the event of conflicts or discrepancies amongst the Contract Documents, interpretations will be based on the following priorities:

- .1 the Agreement.
- .2 Addenda, with those of later date having precedence over those of an earlier date.
- .3 the Supplementary Conditions.
- .4 the General Conditions of the Contract for Construction.
- .5 Drawings and Specifications.

In the case of an inconsistency between or among the Contract Documents, the more specific provision will take precedence over the less specific; the more stringent will take precedence over the less stringent; the more expensive item will take precedence over the less expensive, in accordance with the Architect's interpretation. Scaling Drawings for dimensions, if done, is done at the Contractor's own risk.

**ARTICLE 2 - OWNER**

3. Article 2, Subparagraph 2.1.1.1: Add the following new subparagraph 2.1.1.1 immediately after subparagraph 2.1.1 of this Agreement:



2.1.1.1                Wherever the word "Owner" or a pronoun in place of it occurs in the Contract Documents it refers to the:

Green Chimneys  
400 Duansburg Road  
Brewster, NY 10509

4.     Article 2, Subparagraph 2.2.1: Delete this Subparagraph 2.2.1 in its entirety from this Agreement.
5.     Article 2, Subparagraph 2.2.3: In the second line of this Subparagraph 2.2.3, add the word "reasonable", before the word "accuracy."
6.     Article 2, Subparagraph 2.2.4: In line two of this Subparagraph 2.2.4, delete the word "shall" and replace it with the word "may."
7.     Article 2, Subparagraph 2.2.5: Delete subparagraph 2.2.5 in its entirety from this Agreement and use the following new subparagraph 2.2.5 in lieu thereof:

2.2.5                The Contractor will be furnished, free of charge, 10 copies of Drawings and Project Manuals. Owner shall furnish additional sets upon Contractor's written request at the cost of reproduction, postage and handling. Subcontractors and other entities desiring copies of Drawings and Project Manuals shall obtain them from the Contractor.

8.     Article 2, Subparagraph 2.4: Delete the sentence, beginning in line seven of subparagraph 2.4, which reads: "Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect." in its entirety from this Agreement.

### **ARTICLE 3 - CONTRACTOR**

9.     Article 1, Subparagraph 3.2.1: Delete subparagraph 3.2.1 in its entirety from this Agreement and use the following new subparagraph 1.5.2 in lieu thereof:

3.2.1     By executing the Contract, Contractor represents and warrants to the Owner that:

.1           Contractor is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other Projects in which Contractor is or may become involved;

.2           Contractor has carefully examined the Contract Documents and has visited and examined the site;

.3           from Contractor's investigation, Contractor has satisfied itself as to the nature and location of the proposed Work, general and local conditions, and all matters which may in any way affect the Work or its performance; and

.4           Contractor fully understands the intent and purpose of the Contract Documents.

.5           The Contractor acknowledges that the Owner is a school district which is subject to various laws and regulations of the State of New York. The Contractor will, in each phase of the Contract, in accordance with applicable standards, comply with applicable laws and regulations as they pertain to the bidding and construction of the Project, including, without limitation, the requirements of Article 5-A of the General Municipal Law; Article 9 of the Education Law; and Sub-Chapter J, Part 155 of Title 8, Chapter II of the Codes, Rules and Regulations of the State of New York.

Claims for additional compensation and/or extension of time relating to Contractor's non-compliance with its representations and warranties in the preceding sentence will not be allowed.

10. Article 3, Subparagraph 3.2.3: Add the following sentence at the end of this Subparagraph 3.2.3:

The Contractor shall be liable to the Owner for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents not reported to the Architect.

11. Article 3, Subparagraph 3.4.2: Add the following language at the end of this Subparagraph 3.4.2:

", assessing the Architect's charges for evaluation against the Contractor."

12. Article 3, Subparagraphs 3.4.4 and 3.4.5: Add the following new subparagraphs 3.4.4 and 3.4.5 immediately after subparagraph 3.4.3 of this Agreement:

3.4.4 After the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications) and as set forth below.

3.4.4.1 The Architect will be allowed a reasonable time within which to evaluate each proposed substitution. The Architect will be the sole judge of equivalence, and no substitution shall be ordered, installed or utilized without the Architect's prior written acceptance. Owner may require Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitution. The Architect will record time required by the Architect and the Architect's Consultants in evaluating substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Architect accepts a proposed substitution, Contractor shall reimburse Owner for the charges of the Architect and the Architect's Consultants for evaluating each proposed substitution.

3.4.5 By making requests for substitutions based on subparagraph 3.4.4 above, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitution making such changes as may be required for the Work to be complete in all respects.

13. Article 3, Subparagraph 3.5: Add the following language at the end of paragraph 3.5 of this Agreement:

Neither final payment, nor provision in Contract Documents, nor partial or entire occupancy of premises by Owner shall constitute an acceptance of Work not done in

accordance with Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

14. Article 3.6 Taxes : Substitute the following provisions in lieu of Article 3.6

3.6.1 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

3.6.2 The Owner represents that it is an organization operated for purposes which makes it exempt from New York Sales and Compensating Use Tax pursuant to Section 1115(a)(15) of the Tax Law, as amended by laws of New York 1974, Ch. 513 and 514. The Contractor is advised that the Owner is exempt from payment of all State and Local sales and compensating use taxes of the State of New York and cities and counties on the purchase of all materials and supplies incorporated in and becoming an integral component part of the structures, buildings or real property, pursuant to the provisions of this Contract. Such taxes are not to be included in the Contract Sum, Bid or costs to be reimbursed, as the case may be. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor or to supplies and materials which, even though they are consumed in the performance of the Contract, are not incorporated into the completed permanent work, and the Contractor and its Subcontractors shall be responsible for and pay all applicable taxes, including sales and compensating use taxes, on such leased tools, machinery, equipment or other property and upon all such unincorporated supplies and materials. Owner shall deliver to Contractor the appropriate exemption certificate required to be supplied by the Owner, and Contractor and its Subcontractors and material suppliers shall be solely responsible for obtaining or delivering any and all exemption or other certificates and for furnishing a Contractor Exempt Purchase Certificate or other appropriate certificates to all persons, firms or corporations from whom they purchase supplies, materials and equipment for the performance of the work covered by this Contract.

3.6.3 Except as otherwise specified, all Federal, State and Local taxes are included in the Contract Sum.

3.6.4 Contractor shall pay all costs and liabilities for the amounts assessed, or which may be assessed by the Federal, State and local governments under any and all Acts or Laws upon the wages and salaries paid or to be paid all employees of the Contractor and its Subcontractors under this Contract.

15. Article 3, Subparagraph 3.7.1: Delete subparagraph 3.7.1 in its entirety from this Agreement and use the following new subparagraph 3.7.1 in lieu thereof:

3.7.1 The Owner shall provide the building permit. The Contractor shall secure and pay for all required permits, governmental fees, licenses, certificates of inspection, of occupancy, of Underwriters, and all other required certificates for the Work, necessary for the proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received. The Contractor shall promptly deliver copies of such documents to the Owner.

16. Article 3, Subparagraph 3.7.3: In the first line of subparagraph 3.7.3, replace the word "knowing" with the following language: "and knows or should know...". In the last line after the word "correction", add the following language: ", including applicable fines, or penalties".

17. Article 3, Subparagraph 3.7.6: Add the following new subparagraph 3.7.6 immediately after subparagraph 3.7.5 of this Agreement:

3.7.6 The Contractor shall be responsible for securing and paying for permits for itself and its employees, as required by applicable law. Contractor represents that all such required licenses, fees or permits are or will be secured by the date of execution of the Contract, where possible, and in no case later than commencement of the Work. Failure to possess any such license constitutes a material breach of this Contract.

18. Article 3, Subparagraph 3.8.2.2: Add the following language at the end of subparagraph 3.8.2.2 of this Agreement: "except when installation is specified as part of the allowance in the General Requirements (Division 1 of the Specifications)".
19. Article 3, Subparagraph 3.10.3: In the second line after the word "Architect", insert the following language: "and approved by the Owner".
20. Article 3, Subparagraph 3.10.4 and 3.10.5: Add the following new subparagraphs 3.10.4 and 3.10.5 immediately after subparagraph 3.10.3 of this Agreement:

3.10.4 PROJECT SCHEDULING

- .1 After the Contractor has received from the Owner a notice to proceed or a letter of intent, a preconstruction conference will be held. The procedures and scheduling of the Work will be discussed.
- .2 At the preconstruction conference, the General Contractor shall submit an estimated preliminary (bar chart or critical path method) progress schedule of its own Work indicating starting dates and estimated completion dates of each of the items of Work or material to be installed, and completion date(s) of its Work, using the time of completion set forth in the Contract Documents. Fifteen copies of this preliminary schedule shall be submitted.
- .3 Within 14 days of receipt of this preliminary schedule and using this preliminary schedule prepared by the General Contractor as a guide, each other Prime Contractor shall prepare a preliminary progress schedule of its own Work indicating the starting dates and time of completion of each of the items of Work or material to be installed, and completion date(s) of its Work, dovetailing such dates with the indicated dates in the General Contractor's preliminary schedule and send 15 copies to the Architect.
- .4 When the schedules from each Contractor have been received by the Architect, the Architect will call a meeting of all Contractors. The schedule shall be discussed by all Contractors and adjusted by them as may be deemed necessary to perform the Work of the Project. Based on these discussions, each Contractor shall submit 5 copies of its revised progress schedule to the Architect. After review and acceptance of the progress schedules by the Architect and Owner, the General Contractor shall perform the ministerial task of preparing a composite progress schedule. Fifteen copies of the composite progress schedule shall be provided to the Architect for distribution.
- .5 Once the composite progress schedule has been agreed upon by all of the Contractors, the Architect and the Owner, it shall be signed by all Contractors and shall be strictly enforced until the Project is completed, unless it becomes necessary to revise it by an appropriate modification.
- .6 No payments will be made on any of the Contracts until the scheduling procedures in this subparagraph 3.10.4 have been completed.

### 3.10.5 PROCEDURES AND SCHEDULE OF WORK

- .1 Unless otherwise stated, the Work shall be progressed continuously, without interruption, so that all Work can be completed in the time set forth in the Contract Documents.
- .2 The Contractor shall cooperate with the Owner so as to interfere as little as possible with the operations of the Owner. The Owner's approval shall be obtained prior to the starting of operations which may interfere with the operations of the Owner.

21. Article 3, Subparagraph 3.12.10: Delete this Subparagraph 3.12.10 in its entirety.
22. Article 3, Subparagraph 3.15.1: In the first line after the word "Contractor", insert the following language: ", at all times,"; and in the second line after the word "remove", insert the word "all".
23. Article 3, Subparagraph 3.18.1: Delete subparagraph 3.18.1 in its entirety from this Agreement and use the following new subparagraphs 3.18.1.1 and 3.18.1.2 in lieu thereof:

3.18.1.1 To the maximum extent permitted by law, the Contractor hereby assumes the entire responsibility and liability for any and all damage (direct or consequential) and injury (including death), disease or sickness of any kind or nature whatsoever, to all persons, whether or not employees of the Contractor, and to all property and business or businesses, caused by, resulting from, arising out of, or occurring in connection with:

- .1 the Work;
- .2 the performance or intended performance of the Work;
- .3 the performance or failure to perform the Contract; or
- .4 any occurrence which happens in or about the area where the Work is being performed by the Contractor, either directly or through a Subcontractor, or while any of Contractor's property, equipment or personnel is in or about such area.

3.18.1.2 Except to the extent, if any, expressly prohibited by law, should any such damage or injury referred to in subparagraph 3.18.1.1 be sustained, suffered, or incurred by Owner or Architect, or should any claim for such damage or injury be made or asserted against any of them, whether or not such claim is based upon Owner's or Architect's alleged active or passive negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of the Owner or Architect, Contractor shall indemnify and hold harmless Owner and Architect, their Board of Education, Administration officers, agents, partners, and employees (hereinafter collectively referred to as "Indemnitees"), of, from and against any and all other loss, cost, expense, and liability, including without limitation, legal fees and disbursements, that Indemnitees may directly or indirectly sustain, suffer or incur as a result of such damages, injuries and claims; and Contractor agrees to assume, on behalf of any and all Indemnitees the defense (with counsel satisfactory to the party indemnified) of any action at law or in equity, or other legal proceeding, which may be brought against any Indemnitee upon or by reason of such damage, injury or claim and to pay on behalf of every Indemnitee, the amount of any judgment, decree, award, or order that may be entered against each said Indemnitee in any such action or proceeding. In the event that any such claim, loss, cost, expense, liability, damage or injury is sustained, suffered, or incurred by, or is made, asserted or threatened against any Indemnitee, Owner shall, in addition to all other rights and remedies, have the right to withhold from any payments

due and to become due to Contractor an amount sufficient in Owner's judgment to protect and indemnify the Indemnitee(s) from and against any and all such claim, loss, cost, expense, liability, damage or injury, including legal fees and disbursements; or Owner, in its discretion, may require Contractor to furnish a surety bond satisfactory to Owner guaranteeing such protection which bond shall be furnished by Contractor within 5 days after written demand has been made therefore. In the event more than one Contractor is connected with an event or occurrence (or series of events or occurrences) covered by this indemnification, then all such Contractors shall be jointly and severally responsible to the Indemnitee, and the ultimate responsibility among such indemnifying Contractors shall be settled or otherwise determined by separate proceedings and without loss, expense or damage to any Indemnitee.

24. Article 3, Subparagraphs 3.18.3, 3.18.4, 3.18.5 and 3.18.6: Add the following new subparagraphs 3.18.3, 3.18.4, 3.18.5 and 3.18.6 immediately after subparagraph 3.18.2 of this Agreement:

3.18.3 In any and all claims against the Owner or the Architect or their agents or employees by third parties, the indemnification obligation under this paragraph 3.18 shall apply and shall not be limited by limitation or amount of or type of damages, compensation, or benefits payable by or for the Contractor or Subcontractors.

3.18.4 Contractor shall comply with, and cooperate with, Architect and Owner in complying with legal requirements. Among other things, Contractor shall be responsible for performing corrective work within abatement periods, appealing from decisions or orders, requesting extensions on abatement periods, and furnishing such information or evidentiary material as may be necessary or as may be requested by Architect or Owner to fully protect the rights and interests of Owner and Architect with respect to possible, threatened or pending proceedings or orders.

3.18.5 Without limitation, Contractor shall indemnify Owner and/or Architect pursuant to paragraph 3.18 hereof in respect of subparagraph 3.18.4 and the responsibilities of Contractor specified in Article 13 and subparagraphs 3.6.2, 3.19.3, 3.19.5 and 3.19.10 and elsewhere in the Contract Documents pertaining to legal requirements.

3.18.6 Natale Patent Rights. For any Contractor performing asbestos abatement as part of its Scope of Work:

- .1 Contractor shall hold a valid current license to perform work using the negative pressure system covered by the Natale Patent or provide an Indemnity Agreement as follows:
- .2 Indemnity Agreement: Contractor and Contractor's surety agree to protect, indemnify and hold harmless the Owner and the Architect, and the Board of Education, Administration directors, officers, agents, employees, and assigns of the Architect from any and all claims, judgments, liabilities, expenses, attorney fees, court costs, or losses of any nature, resulting from claims of patent right infringement including but not limited to U.S. Patent Number 4,604,111, commonly known as the Natale Patent, arising out of the performance of Work on the Project.
  - (a) The provisions of this Indemnity Agreement shall protect the Indemnitees against all claims arising out of the subject matter or performance of this Contract and Contract Documents, including, without limitation, allegations or findings that the Indemnitees, or any of them, were guilty of negligence in the issuance of such Contract.

- (b) The provisions of this Indemnity Agreement shall be in addition to and shall in no way delete any provisions, including warranty and indemnity provisions of the Agreement.

25. Article 3, Paragraph 3.19: Add the following new paragraph 3.19 immediately after paragraph 3.18 of this Agreement:

3.19 CONTRACTOR'S RESPONSIBILITIES

Contractor agrees, in addition to all other responsibilities and duties under the Contract:

3.19.1 To use all necessary means to discover and to notify Architect in writing of any defect in other Work upon which the satisfactory performance of the Work may depend, and to allow a reasonable amount of time for remedying such defects. If Contractor should proceed with the Work, Contractor shall be considered to have accepted and be responsible for such other Work unless over Contractor's written objection, Contractor shall have proceeded pursuant to written instructions from Architect.

3.19.2 To submit to Owner and Architect promptly upon request, information with respect to the names, responsibilities and titles of the principal members of Contractor's staff.

3.19.3 To take all steps necessary to avoid labor disputes; and to be responsible for any delays and damages to Owner caused by such disputes.

3.19.4 To pay for costs of repair to other Work attributable, in whole or in part, to the fault or negligence of Contractor and Owner's charges for removal of rubbish attributed by Owner or Architect to Contractor, and any cleanup related to Contractor or the Work.

3.19.5 To comply with all legal requirements; to appear at hearings, proceedings or in court in respect of such compliance or in respect of violations or claimed violations of legal requirements; to pay any fines or penalties imposed for said violations; and to pay all legal fees, fines and penalties incurred by or imposed upon Owner relating to Contractor's compliance, violations or claimed violations. Without limiting the foregoing, Contractor shall appear at hearings, proceedings and/or in court and consent to its substitution as a party defendant in respect of all summonses and claimed violations arising out of or relating to the Work.

3.19.6 Not to display on or about the Project site any sign, trademark or other advertisement, without written consent of the Owner.

3.19.7 That before any subcontractor or supplier is employed by Contractor, the name of such Subcontractor or supplier shall be submitted in writing to the Owner through the Architect, and no Subcontractor or supplier shall be employed unless acceptable to the Owner. Each Subcontractor and supplier shall be bound by all Contract Documents to the same extent and with the same effect as if the Subcontractor or supplier were the Contractor. Contractor shall cause Subcontractors and suppliers to comply with all the Contract Documents. Contractor shall be responsible for all the acts, work, material and equipment of its Subcontractors and supplier and all persons either directly or indirectly employed by any of them.

3.19.8 That in the event of any dispute as to whether any item or portion of the Project is within the scope of the Work to be performed by Contractor or any dispute as

to whether Contractor is entitled to an extra payment, Contractor shall continue to proceed diligently with the performance of the Work, the Contract, and the disputed Work. The resolution, by agreement or otherwise, of the disputed Work, shall be made between Contractor and Owner with reasonable promptness. In no event shall delay in such resolution excuse prompt performance by Contractor of the Work, the Contract and the disputed Work.

3.19.9 To:

- .1 furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision and superintendence of the Work;
- .2 organize the procurement of all materials and equipment so that they will be available at the time needed for the Work;
- .3 keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents;
- .4 maintain throughout the duration of the Work a competent superintendent and any necessary assistants, all of whom shall be acceptable to Owner and shall not be changed without the consent of the Owner;
- .5 enforce discipline and order among Contractor's employees and not to employ at the Project any unfit person or anyone not skilled in the task assigned; and
- .6 provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed.

3.19.10 That if any Work is performed which is contrary to legal requirements, to promptly make all changes as required and take all other corrective action to comply therewith and pay all costs arising therefrom.

3.19.11 That any review or consideration by Owner or Architect of any method of construction, invention, appliance, process, article, device or material of any kind shall be for its general adequacy for the Work and shall not be an approval for the use thereof by Contractor in violation of any patent or other rights of any third person. Owner and Architect shall in no event be deemed to have reviewed or to have been required to review or consider the means and methods of construction, all of which are chosen exclusively by the Contractor.

3.19.12 That if any provision of the Contract Documents conflicts with any agreement among members of trade associations, or with a union or labor council which regulates the work to be performed by a particular trade, to reconcile such conflict without delay or damage to Owner. In the event the progress of the Work is delayed by such conflict, Architect may require that other material or equipment of equal or better kind and quality be provided at no additional cost to Owner. This right of substitution shall not limit other rights which Owner may have concerning such delay.

3.19.13 In accordance with the Health Law and the Education Law, the Contractor, including any of its employees, subcontractors, suppliers or materialmen or other representatives, shall not use tobacco in any form on school property during the course of the Work. Contractors failing to abide by this requirement shall be prohibited from



working at the site and shall be responsible for any consequent delays or added costs to the Owner as a result of such noncompliance.

3.19.14 The Contractor shall provide reasonable and visible identification for each employee, subcontractor, or other person at the Project site, and shall, upon request of the Owner, make available a list of names of those employees, subcontractors or others working under the direction of the Contractor at the Project site. Any such identification shall be reasonably visible to the Architect and to school personnel at all times to allow the Owner to maintain the safety and security of school buildings, school property and persons at the Project site. Contractors failing to abide by this requirement shall be prohibited from working at the site and shall be responsible for any consequent delays or added costs to the Owner as a result of such noncompliance.

26. Article 3, Subparagraph 3.19.15: Add the following new subparagraph 3.19.15 immediately after subparagraph 3.19.14 of this Agreement:

3.19.15.1 Initial Dispute Resolution. If a dispute arises out of or related to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association or other dispute resolution service acceptable to the parties. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association or other service, the parties agree to conclude such mediation within thirty (30) days of filing of the request. Costs shall be borne equally by the parties. Agreements between Owner and Contractor and Owner shall include this dispute resolution clause and each party to such agreement shall have the same duties under those separate agreements which the Owner and Architect have under this Agreement and shall be available for multiparty mediation pursuant to this paragraph.

3.19.15.2 Work Continuance and Payment. Unless otherwise agreed in writing, the Owner and Contractor shall continue to perform under this Agreement during any non-judicial dispute resolution proceedings. If the Contractor continues to perform, the Owner shall continue to make payments in accordance with this Agreement.

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

27. Article 4, Subparagraphs 4.1.1.1 and 4.1.1.2: Add the following new subparagraphs 4.1.1.1 and 4.1.1.2 immediately after subparagraph 4.1.1 of this Agreement:

4.1.1.1 Wherever the word Architect or Architects or a pronoun in place of either occurs in the Contract Documents it refers to:

Eisenbach and Ruhnke Engineering, P.C.  
291 Genesee Street  
Utica, NY 13501

4.1.1.2 The firms listed on the title sheet of the Project Manual are Consultants employed by the Architect, and are agents of the Architect and will make observation of their respective branches of the Project. All changes in the Work must be processed through the Architect.

28. Article 4, Subparagraph 4.1.2: In the second line, following Owner, delete the word ", Contractor"

Article 4, Subparagraph 4.1.2: In the first line, after the word "Architect" delete "as set forth in the Contract Documents"

29. Article 4, Subparagraph 4.2.2: Add the following language at the end of this Subparagraph 4.2.2:

On the basis of on site observations and otherwise, the Architect shall keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

31. Article 4, Subparagraph 4.2.2.1: Add the following new subparagraph 4.2.2.1 immediately after subparagraph 4.2.2 of this Agreement:

4.2.2.1 The Architect will promptly report to the Owner any defects or deficiencies of the Work of the Contract which he may observe.

32. Article 4, Subparagraph 4.2.5: After the word "Architect's" in the first line, add the words "observations and".

33. Article 4, Subparagraph 4.2.6: In line one, following the word "authority", add the words "and responsibility".

34. Article 4, Subparagraph 4.2.7: In the third line of subparagraph 4.2.7, delete the phrase "information given and" in its entirety from this Agreement.

35. Article 4, Subparagraph 4.2.11: In the first line of subparagraph 4.2.11, delete the words "interpret and decide matters" and replace them with the words "provide recommendations".

36. Article 4, Subparagraph 4.2.12: In the third line of this subparagraph 4.2.12, delete the word " decisions"

37. Article 4, Subparagraph 4.2.12.1: Add the following new subparagraph 4.2.12.1 immediately after subparagraph 4.2.12 of this Agreement:

4.1.12.1 If Work is described or indicated in a manner which makes it impossible to carry out the requirements of the Contract Documents, or should discrepancies appear among the Contract Documents, the Contractor shall request interpretation before proceeding with the Work. If Contractor fails to make such a request, no excuse will be entertained for failure to carry out the Work of the Contract Documents. Should a conflict occur in or between Contract Documents, the Contractor is deemed to have estimated on the more expensive way of doing the Work.

38. Article 4, Paragraph 4.3: Add the following new paragraph 4.3 to Article 4 of this Agreement:

4.3 OWNER'S SITE REPRESENTATIVE

4.3.1 The Owner may engage an Owner's Site Representative. The duties, responsibilities and limitations of the Owner's Site Representative shall be as follows:

4.3.2 Unless otherwise provided, the Owner's Site Representative shall:

- .1 Observe the progress and quality of the Work as is reasonably necessary at that stage of construction to determine in general that it is proceeding in accordance with the Contract Documents and notify the Architect immediately if, in the Owner's Site Representative's opinion, Work does not conform to the Contract Documents or requires special inspection or testing.
- .2 Monitor the construction schedule and report to the Owner and Architect conditions which may cause delay in completion.

- .3 Review Contract Documents with the Contractor's superintendent and obtain necessary interpretations from the Architect.
  - .4 Consider the Contractor's suggestions and recommendations, evaluate them and submit recommendations to the Architect for decision.
  - .5 Attend preconstruction and progress meetings.
  - .6 Observe tests required by the Contract Documents and report to Architect. Verify testing invoices to be paid by the Owner, if any.
  - .7 Maintain records at the site in an orderly manner. Include correspondence, Contract Documents, Change Orders, Construction Change Directives, Architect's Supplemental Instructions, meeting and field reports, Shop Drawings, Product Data, Samples, detail drawings, color schedules, Applications for Payment, and names, addresses and telephone numbers of Contractors, Subcontractors and principal material suppliers.
  - .8 Keep a log recording the Owner's Site Representative's time and activities relating to the Project, weather conditions, nature and location of the Work being performed, verbal instructions and interpretations given to the Contractor, substantial deliveries of materials, number of workers on site by Contract and specific observations. Record any occurrence or Work that might result in a claim for a change in Contract Sum or Contract Time. Maintain a list of visitors, their titles, and the time and purpose of their visit.
  - .9 Notify the Architect if any portion of the Work requiring Shop Drawings, Product Data or Samples is commenced before such submittals have been processed by the Architect. Maintain custody of Samples.
  - .10 Observe the Contractor's Record Drawings at intervals appropriate to the stage of construction and notify the Architect of any apparent failure of the Contractor to maintain current records.
  - .11 Review Applications for Payment submitted by the Contractor, initial and return them to the Contractor with findings for disposition. In any instance when a recommendation for substantially less than full payment requested is made, also notify the Owner of such recommendation.
  - .12 Review, and if acceptable, sign Contractor's daily records of time spent and materials utilized associated with "time and materials" Change Orders and Construction Change Directives.
  - .13 Review the list of items to be completed or corrected which is submitted by the Contractor with a request for issuance of a Certificate of Substantial Completion. Inspect the Work and if the list is accurate, forward it to the Architect for disposition; if not, so advise the Architect and return the list to the Contractor for correction.
  - .14 Order the Contractor to stop the Work or any portion thereof under the conditions of paragraph 2.3.
- 4.3.3 Unless otherwise provided, the Owner's Site Representative shall not:
- .1 Authorize deviations from the Contract Documents.

- .2 Accept substitute materials or equipment.
- .3 Assume any of the responsibilities of the Contractor's Superintendent or of Subcontractors.
- .4 Communicate with Subcontractors.
- .5 Advise on, or issue directions concerning, aspects of construction means, methods, techniques, sequences or procedures, or safety precautions and programs in connection with the Work.

#### **ARTICLE 5 - SUBCONTRACTORS**

- 39. Article 5, Subparagraph 5.1.1: In the second line, delete the phrase "at the site" in its entirety from this Agreement.
- 40. Article 5, Subparagraph 5.1.2: In the second line, delete the phrase "at the site" in its entirety from this Agreement.
- 41. Article 5, Subparagraph 5.2.1.1: Add the following new subparagraph 5.2.1.1 immediately after subparagraph 5.2.1 of this Agreement:
  - 5.2.1.1 Not later than 72 hours after the Contractor's receipt of Contract award notification, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers and proprietary product names.
- 42. Article 5, Subparagraph 5.2.3: Commencing in the third line, delete the second and third sentences of subparagraph 5.2.3 in their entirety from this Agreement.
- 43. Article 5, Subparagraph 5.2.5: Add the following new subparagraph 5.2.5 immediately after subparagraph 5.2.4 of this Agreement:
  - 5.2.5 The Contractor shall not award work to any one Subcontractor in excess of fifty percent (50%) of the Contract Sum, without prior written approval of the Owner.

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

- 44. Article 7, Subparagraph 7.2.2: Add the following new subparagraph 7.2.2 immediately after subparagraph 7.2.2 of this Agreement:
  - 7.2.2 All Change Orders must have the approval of the Owner in writing.
- 45. Article 7, Article 7.3.7: Commencing in the fifth line, replace the words "a reasonable allowance for overhead and profit" with the following "an allowance for overhead and profit in accordance with subparagraph 7.3.11".
- 46. Article 7, Article 7.3.10: Add the following new subparagraph 7.3.11 immediately after subparagraph 7.3.10 of this Agreement:
  - 7.3.10 In subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

Change Order	Profit and	Profit and	Profit and
		Overhead on	

Cost (not including overhead and profit)_____	Overhead on Contractor's Own Work_	Subcontractor's Work for this Contractor_____	Overhead on Subcontractor's Own Work____
0- 5,000	18%	9%	13%
5,001- 10,000	17%	9%	12%
10,001- 30,000	16%	8%	12%
30,001- 50,000	15%	8%	11%
50,001- 100,000	14%	8%	11%
Over 100,001	13%	8%	10%

7.3.10.1 Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.6.

7.3.10.2 To facilitate checking of quotations for extras or credits, all proposals shall be accompanied by a complete itemization of costs including labor, materials, Subcontracts, overhead and profit. Subcontracts shall also be so itemized.

### **ARTICLE 8 - TIME**

47. Article 8, Paragraph 8.2: Delete paragraph 8.2 in its entirety from this Agreement and use the following new subparagraph 8.2 in lieu thereof:

#### **8.2 PROGRESS AND COMPLETION.**

8.2.1 TIME IS OF THE ESSENCE IN THE COMMENCEMENT, PROSECUTION AND CONSTRUCTION OF THE WORK. Contractor shall be responsible for all direct and consequential damages to Owner and Architect arising from any delay of Contractor, its Subcontractors and suppliers, in performing or completing the Work in accordance with the time requirements of paragraph 8.2. The indemnity provisions of Articles 3 and 11 are applicable to such damages and to claims arising in respect thereto.

8.2.2 Contractor shall do all things necessary to ensure the prosecution of the Work in accordance with any one or more of the following as determined by Architect, as a representative of the Owner, in its discretion:

- .1 Project schedules and revisions thereof, given from time to time by Contractor;
- .2 the time requirements for various portions of Work;
- .3 the requirements of the Project including, but not limited to, coordination requirements as may from time to time be known to Contractor;
- .4 schedules of the Work provided by Contractor to Architect upon Architect's request.

8.2.3 Should the progress of the Work and/or other Work be delayed by any fault, neglect, act or failure to act of Contractor or any of its Subcontractors or suppliers so as to cause any additional cost, expense, liability or damage to Owner or Architect or for which Owner or Architect may become liable, Contractor shall hold Owner and Architect harmless from and indemnify Owner and Architect against all such additional cost, expense liability or damage in accordance with the provisions of Article 11.

8.2.4 The Work shall be performed during designated working hours, except that in the event of emergency or when necessary to perform the Work in accordance with the

requirements of paragraph 8.2, Work shall be performed at Contractor's cost and expense on other shifts, overtime, Saturdays, Sundays, Holidays and at other times, if permission to do so has been obtained in writing from Owner. Without limiting the requirements of the preceding sentence, if the progress of the Work or of the Project has been delayed by any fault, neglect, act or failure to act of Contractor or any of its Subcontractors or suppliers, Contractor shall work such overtime, at Contractor's cost and expense as aforesaid, as Architect shall deem necessary or desirable to make up for all time lost and to avoid delay in the completion of the Work and of the Project. The failure by Architect to direct Contractor to engage in such overtime shall not relieve Contractor of the consequences of its delay.

8.2.5 Unless otherwise noted, the date of commencement of the Work is the date established in a notice to proceed. The notice to proceed will be issued immediately upon return of signed documents by the Contractor and the presentation of acceptable insurance certificates. Contractor shall organize construction schedules as specified in paragraph 3.10, Contractor's Construction Schedules. The commencement date shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.2.6 Architect may direct acceleration of the Work so that it may be performed in advance of the schedules, time requirements and Project requirements described in paragraph 8.2. If so directed, Contractor shall increase its staff and/or work overtime. Contractor will not be entitled to additional compensation for work performed outside of designated working hours, except as approved by Owner and authorized in writing by Architect. Provided that Contractor is not in default under the Contract, and Architect has issued the aforesaid authorization, there shall be added to the Contract Sum as actual out-of-pocket amount equal to:

- .1 additional wages actually paid, at rates which have been accepted by Architect;
- .2 taxes imposed by law on such additional wages;
- .3 premiums for worker's compensation and liability insurance if required to be paid on such additional wages.

Written authorization for overtime which exceeds \$500.00 for which Contractor intends to charge Owner in any one week shall be invalid unless confirmed in writing by the Owner, it being understood that Owner's Site Representative shall not have authority to authorize such overtime which exceeds \$500.00 in any one week.

8.2.7 Contractor and Contractor's surety shall be strictly accountable for completion as a condition to satisfactory contractual performance.

48. Article 8, Paragraph 8.3: Delete paragraph 8.3 in its entirety from this Agreement and use the following new paragraph 8.3 in lieu thereof:

### 8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If Contractor claims an increase in the Contract Sum or an extension in the completion time required by reason of a change in the Work, Contractor shall give Architect written notice within fourteen (14) days after Contractor's knowledge of the occurrence of the matter giving rise to such claim. This notice shall be given by Contractor before proceeding to execute the changed Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with paragraph 10.3. No such claim will be valid unless notice is given as required in this

paragraph. Contractor shall proceed to execute the Work, even though the increase or time extension has not been agreed upon.

8.3.2 Should Contractor be obstructed or delayed in the commencement, prosecution or completion of the Work, without fault on its part, by reason of failure to act, direction, order, neglect, delay or default of the Owner or the Architect; by changes in the Work; fire, lightning, earthquake, enemy action, act of God or similar catastrophe; by Government restrictions with respect to materials or labor, or by an industry-wide strike beyond Contractor's reasonable control, then Contractor shall be entitled to an extension of time lost by reason of any and all causes aforesaid, but no claim for extension of time on account of delay shall be allowed unless a claim in writing therefore is presented to Architect with reasonable diligence but in any event not later than fourteen (14) days after the commencement of such claimed delay. Except for the causes specifically listed above in this subparagraph, no other cause or causes of delays shall give rise to an extension of time to perform the Work. The granting of an extension of time is conditioned upon Contractor's timely submission of the aforesaid written notice. Except to the extent, if any, expressly prohibited by law, Contractor expressly agrees not to make, and hereby waives, any claim for damages, including those resulting from increased labor or material cost, on account of any delay, obstruction or hindrance for any cause whatsoever, whether or not foreseeable and whether or not anticipated including but not limited to the aforescribed causes, and agrees that the sole right and remedy therefore shall be extension of time, provided the requisite condition as to written claim has been met.

8.3.3 Contractor shall not be allowed an extension of time unless Contractor has established to the satisfaction of the Owner and Architect that the delay claimed by Contractor is to a portion of the Work on the critical path of the work schedule.

8.3.4 No monetary recovery may be obtained by Contractor for delay. Time extensions for delay are limited to the specific causes set forth in subparagraph 8.3.2 and, then, only upon compliance with the notice and proof requirements of subparagraph 8.3.1 and 8.3.2.

8.3.5 Under no circumstances will Contractor look to or make a claim against Owner or Architect for the consequences of any delay resulting from directions given or not given by Architect including scheduling and coordination of the Work or resulting from Architect's preparation of Drawings and Specifications or review of Shop Drawings.

#### **ARTICLE 9 - PAYMENTS AND COMPLETION**

49. Article 9, Subparagraph 9.3.1.3: Add the following new subparagraph 9.3.1.3 immediately after subparagraph 9.3.1.2 of this Agreement:

9.3.1.3 Until the Contract-scheduled date of Substantial Completion (including authorized adjustment), the Owner shall pay ninety-five (95) percent of the amount due the Contractor on account of progress payments, less an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been satisfactorily discharged.

50. Article 9, Subparagraph 9.3.3: Delete the first sentence of subparagraph 9.3.3 in its entirety from this Agreement and use the following sentence in lieu thereof:

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner either by incorporation in construction or no later than time of payment.

51. Article 9, Subparagraph 9.5.1: In the sixth line of subparagraph 9.5.1, after the words "Architect may", delete the word "also".

52. Article 9, Subparagraph 9.5.1.8: Add the following new clause .8 immediately after subparagraph clause .7 of subparagraph 9.5.1 of this Agreement:

.8 any other breach of this Agreement.

53. Article 9, Subparagraph 9.6.8: Add the following new subparagraph 9.6.8 immediately after subparagraph 9.6.7 of this Agreement:

9.6.8 The Owner shall make no payment to the Contractor after the Contract-scheduled date of Substantial Completion (including authorized adjustments) until the actual date of Substantial Completion.

54. Article 9, Subparagraph 9.7: In the second and third lines of subparagraph 9.7, replace the words "does not" with the words "fails persistently to"; in the fourth line, replace the number "seven" with the number "twenty-one".

55. Article 9, Subparagraph 9.8.5: At the end of subparagraph 9.8.5, add the following language:

The payment shall be sufficient to increase the total payments to 100 percent (100%) of the Contract Sum, less twice the value for incomplete Work and unsettled claims as the Architect shall determine.

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

56. Article 10, Subparagraphs 10.1.2, 10.1.3, 10.1.4 and 10.1.5: Redesignate paragraph 10.1 as 10.1.1 and add the following new subparagraphs 10.1.2, 10.1.3, 10.1.4 and 10.1.5 immediately after subparagraph 10.1.1 of this Agreement:

10.1.2 For Asbestos Abatement Contract Work; Environmental Control Contract Work; and Roofing Contract Work, only: Delete references to asbestos in subparagraph 10.3.1.

10.1.3 For, Electrical Contract Work, only: Delete references to polychlorinated biphenyl (PCB) in subparagraph 10.3.1.

10.1.4 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in subparagraphs 10.3.1 and 10.3.2.

10.1.5 The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and the Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the



Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection.

57. Article 10, Subparagraphs 10.2.9 and 10.2.10: Add the following new subparagraphs 10.2.9 and 10.2.10 immediately after subparagraph 10.2.8 of this Agreement:

10.2.9 OSHA. In addition to all requirements set forth herein, all Contractors and Subcontractors who perform any work under this Contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and with any rules and regulations pursuant to the Act. This requirement shall apply continuously and not be limited to normal working hours.

10.2.10 Code Rule 56. In addition to all requirements set forth herein, all Contractors and Subcontractors who perform any Work under this Contract shall fully comply with the provisions of 12 NYCRR Part 56.

58. Article 10, Subparagraph 10.4: Delete subparagraph 10.4 in its entirety from this Agreement and use the following new subparagraph 10.4 in lieu thereof:

10.4 In an emergency affecting life, the Work, or the Owner, or Owner's property, Contractor, without special instructions or authorization from Architect, shall take the action necessary to deal adequately with such emergency. Notice of any such action shall be given by Contractor to Architect and Owner as soon as is practicable.

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

59. Article 11, Subparagraph 11.1.1: Beginning in the first line, replace the phrase "lawfully authorized to do business in the jurisdiction in which the Project is located such" with the following language: "rated A or better by the A.M. Best Company and licensed to do business in the state in which the Project is located such occurrence-based". All insurance purchased by Contractor shall constitute primary insurance and primary coverage for all risks insured and that any other liability insurance that Eisenbach and Ruhnke Engineering, P.C. may procure or maintain is secondary and that there shall be no contribution by such insurance until insurance provided by the Contractor is exhausted.

60. Article 11, Subparagraphs 11.1.1.9 and 11.1.1.10: Add the following new subparagraphs 11.1.1.9 and 11.1.1.10 immediately after subparagraph 11.1.1.8 of this Agreement:

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

- .1 Premises Operations (including X, C and U coverages).
- .2 Independent Contractor's Protective.
- .3 Products and Completed Operations.
- .4 Personal Injury Liability with Employment Exclusion deleted.
- .5 Contractual, including specified provisions for Contractor's obligation under paragraph 3.18.
- .6 Owned, non-owned and hired motor vehicles.
- .7 Broad Form Property Damage including Completed Operations.

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

61. Article 11, Subparagraph 11.1.2.1: Add the following new subparagraph 11.1.2.1 immediately after subparagraph 11.1.2 of this Agreement:

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

1. Worker's Compensation:
  - a. State: Statutory
  - b. Applicable Federal: Statutory
  - c. Employer's Liability: Statutory
2. Comprehensive or Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage):
  - a. Bodily Injury:  
\$2,000,000 Each Occurrence  
\$2,000,000 Aggregate
  - b. Property Damage:  
\$2,000,000 Each Occurrence  
\$2,000,000 Aggregate
  - c. Products and Completed Operations to be maintained for 2 years after final payment: \$2,000,000 Aggregate
  - d. Property Damage Liability Insurance shall provide X, C and U coverage.
  - e. Broad Form Property Damage Coverage shall include Completed Operations.
3. Contractual Liability:
  - a. Bodily Injury:  
\$2,000,000 Each Occurrence  
\$2,000,000 Aggregate
  - b. Property Damage  
\$2,000,000 Each Occurrence  
\$2,000,000 Aggregate
4. Personal Injury with Employment Exclusion deleted:  
\$2,000,000 Aggregate
5. Business Auto Liability (including owned, non-owned, and hired vehicles):

- a. Bodily Injury:  
\$2,000,000 Each Occurrence  
\$2,000,000 Aggregate
    - b. Property Damage:  
\$1,000,000 Each Occurrence
  6. If the General Liability coverages are provided by a Commercial Liability policy, the:
    - a. General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
    - b. Fire Legal Liability Limit shall be not less than \$50,000 on any one Fire.
    - c. Premises Medical Expense Limit shall be not less than \$5,000 on any one person.
  7. Aircraft Liability (owned and non-owned) when aircraft are used in the performance of the Contract: \$2,000,000 (where applicable).
  8. Watercraft Liability (owned and non-owned) when watercrafts are used in the performance of the Contract: \$2,000,000 (where applicable).
  9. Umbrella Excess Liability:  
\$3,000,000 over primary insurance.  
\$50,000 retention for self-insureds hazards, each occurrence.
  10. For Contracts involving asbestos or asbestos abatement: In addition to coverages noted above, Asbestos Liability Insurance, in a form acceptable to the Owner and written by an insurance company acceptable to the Owner, shall be provided prior to the commencement of the Work, in the amount of \$2,000,000 per occurrence.
62. Article 11, Subparagraph 11.1.3: Add the following language at the end of subparagraph 11.1.3 of this Agreement:
- The Certificates shall be ACORD Form 25S, accompanied by a completed AIA Document G715, Instruction Sheet and Attachment for ACORD Certificate of Insurance. The insurance required by subparagraph 11.1.1 shall be written to name the Owner and the Engineer as additional insureds. The Certificates shall reflect naming the Owner and Engineer as additional insureds and shall require thirty (30) days prior written notice to the Engineer and Owner of cancellation or termination.
63. Article 11, Subparagraph 11.1.5: Add the following new subparagraph 11.1.5 immediately after subparagraph 11.1.4 of this Agreement:
- 11.1.5 Contractor shall not commence work under this Contract until Contractor has obtained all the insurance required hereunder and until such insurance has been accepted by the Owner, nor on its subcontracts until all similar insurance required of the Subcontractors has been so obtained.

64. Article 11, Subparagraph 11.2. Delete subparagraph 11.2 in its entirety from this Agreement and add the following new paragraph 11.2:

11.2 The Contractor shall purchase and maintain, from a company licensed to sell insurance in the state where the Project is located, an Owner's Protective Liability Policy in the name of the Owner and covering the interests of the Owner with coverage in the amount of \$1,000,000.

65. Article 11, Subparagraph 11.3.1.1: Add the following sentence at the end of subparagraph 11.3.1.1: "The form of policy for this coverage shall be Completed Value."

66. Article 11, Subparagraph 11.3.1.3: In the first sentence, change the word "Owner" to the word "Contractor." Add the following sentence at the end of subparagraph 11.3.1.3: "The property insurance is written with a deductible of \$1,000.00 per occurrence with a deductible aggregate of \$1,000.00."

67. Article 11, Subparagraph 11.3.1.4: Delete subparagraph 11.3.1.4 in its entirety from this Agreement and use the following new subparagraph 11.3.1.4 in lieu thereof:

11.3.1.4 The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

68. Article 11, Subparagraph 11.3.1.6: Add the following new subparagraph 11.3.1.6 immediately after subparagraph 11.3.1.5 of this Agreement:

11.3.1.6 The insurance required in paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor which are utilized in the performance of the Work, but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of subparagraph 11.3.7.

69. Article 11, Subparagraph 11.3.7: Add the following language at the end of subparagraph 11.3.7 of this Agreement:

In waiving the rights of recovery under terms of this subparagraph, the term "Owner" shall be deemed to include its employees, and the Architect and its employees as the Owner's representatives, as provided in the Contract Documents. The policies shall be endorsed to include such waiver of subrogation.

70. Article 11, Subparagraph 11.4.1: Delete subparagraph 11.4.1 in its entirety from this Agreement and use the following new subparagraph 11.4.1 in lieu thereof:

11.4.1 The Contractor shall furnish Performance Bonds and Labor and Material Payment Bonds each in the amount of the Contract Price. Bonds shall be written by a company licensed to sell surety bonds in the State of New York and the cost thereof shall be included in the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner on or before the execution of the Agreement.

11.4.1.2 The bonds shall be written on AIA Document A311, February 1970 Edition, Performance Bond and Labor and Material Payment Bond forms.

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

11.4.1.4 No work shall commence until the Owner has accepted the Bonds. The Owner shall have the right to reject the Contractor for failure to comply by the Contractor and the Contractor shall forfeit any bid security for failure to comply with bonding or insurance requirements.

71. Article 11, Paragraph 11.5: Add the following new paragraph 11.5 to Article 11 of this Agreement:

11.5 APPEARANCE OF COUNSEL

11.5 If an action for bodily injury and/or property damage is commenced against Owner or Architect, which in the opinion of Owner's or Architect's legal counsel or insurance coordinator is covered by the indemnity provisions of paragraph 3.18, Contractor shall, upon Owner's written request, promptly cause Contractor's insurance carrier to have its attorneys appear timely in the action on behalf of Owner and/or Architect and provide the defense of Owner and/or Architect.

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

72. Article 12, Subparagraph 12.2.2.1: Add the following sentence at the end of subparagraph 12.2.2.1 of this Agreement: "The Performance Bond shall remain in full effect and force through this period."

**ARTICLE 13 - MISCELLANEOUS PROVISIONS**

73. Article 13: Redesignate Paragraph 13 as subparagraph 13.1 and add the following new subparagraphs 13.1.2 and 13.1.3:

13.1.2 Specific reference is made to the following sections of the Labor Law and General Municipal Law which apply to the Work under this Contract.

13.1.2.1 Labor Law.

- .1 Section 220 Subd. 2, re: 8 hour day, 40 hour week.
- .2 Section 220, Subd. 3 and 220-d, re: Minimum Rates and Supplements, which are included in the Project Manual.
- .3 Section 220-e, re: Anti-discrimination, including all subparts.
- .4 Section 222-a, re: Prevention of dust hazards.

If in the construction of the work covered by the Contract, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust hazards have been accepted by the Architect or the Owner, such appliances or methods shall be installed and maintained and effectively operated by Contractor at its sole cost and expense, immediately on notification to the Contractor that such a harmful dust hazard exists.

13.1.2.2 General Municipal Law

- .1 Section 103-d re: Non-collusion. Contractor has subscribed, under penalty as provided by law, that the Contract Sum was arrived at independently, that the Contractor has made no agreement to restrict

competition in any manner, and did not, prior to the bid opening, knowingly divulge its bid to any competitors.

- .2 Section 108, re: Workers' Compensation Insurance. This Contract shall be void and of no effect unless the person or corporation making or performing such Contract shall secure compensation for the benefit of, and keep insured during the life of the Contract, such employees, in compliance with the provisions of the Workers' Compensation Law.
- .3 Section 109, re: Non-assignment of Public Contracts. As provided in Section 109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or its right title, or interest therein, or its power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract. If any contractor, to whom any contract is let, granted and awarded, as required by law, by any officer, board or agency in a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision 1 of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or its right, title or interest therein, or its power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted, or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and its assignees, transferees or sublessees shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay its employees. The provisions of this section shall not hinder, prevent, or affect any assignment by any such contractor for the benefit of its creditors made pursuant to the laws of this state.

13.1.2.3 Each and every provision required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and in the event any such provision is not inserted or is not correctly inserted the, upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or corrections.

13.1.3 In the event a dispute arises out of this Contract or which in any way affects the rights of any of the parties to it, the Contractor agrees to bring any action, proceeding or other legal process only in the State court jurisdiction in which the project is located and in no other forum.

74. Article 13, Subparagraph 13.3: Add the following language at the end of subparagraph 13.3 of this Agreement: "ALL NOTICE REQUIREMENTS SHALL BE STRICTLY CONSTRUED."
75. Article 13, Paragraph 13.7: Delete paragraph 13.7 in its entirety from this Agreement.
76. Article 13, Paragraphs 13.7 and 13.8: Add the following new paragraphs 13.8 and 13.9 to Article 13 of this Agreement:

13.8 EQUAL OPPORTUNITY

13.8.1 The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex 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 setting forth the policies of nondiscrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive considerations for employment without regard to race, religion, color, sex or national origin.

13.8.1.3 Affirmative Action Requirements - Equal Opportunity Employment. Contractor shall adhere to any local and applicable Affirmative Action, Equal Opportunity Employment Programs in the area of work. (If no quota is required in the area of this project, Affirmative Action requirements do not apply).

13.9 EQUIVALENTS

13.9.1 In the Specifications, where two or more kind, types, brands, or manufacturers of materials are named, they are regarded as the required standard of quality, and are presumed to be equal. The Contractor may select one of these items or, if the Contractor desires to use any kind, type, brand, or manufacturer or material other than those named in the Specifications, Contractor shall indicate in writing, in accordance with the procedures outlined, what kind, type, brand, or manufacturer is proposed.

13.9.2 In the Specifications, the absence of an "or equal" clause is not meant to exclude competition.

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

77. Article 14, Subparagraphs 14.2.1.5 through 14.2.1.12: Add the following new clauses .5 through .12 immediately after clause .4 of subparagraph 14.2.1 of this Agreement:

- .5 is more than 15 percent behind schedule, as measured by dividing the number of days behind schedule, as determined by the Architect jointly with the Owner, divided by the total number of days in the Work;
- .6 refuses or neglects to supply a sufficient quantity of materials or labor required to perform the Work according to accepted schedules;
- .7 fails to prosecute the Work with diligence and promptness;
- .8 files for bankruptcy or other debtor insolvency relief;
- .9 an act or omission by Contractor which stops, delays, interferes with, or damages the Work;
- .10 any other failure by Contractor to perform any other terms and conditions of the Contract;

- .11 a determination by Owner or Architect that the Work or any portion of the Work is not being performed in accordance with the Contract; or
- .12 disregards the authority of the Owner.

78. Article 14, Subparagraph 14.2.2: In the third line of subparagraph 14.2.2, after the word "notice", add the following language: "or three days' written notice, if the number of days between the date of commencement and date of Substantial Completion, including both those days, is thirty (30) days or less,".

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

79. Article 15, Subparagraph 15.1.6: Delete this Subparagraph 15.1.6 in its entirety.



## **SECTION 01 1000**

### **SUMMARY**

#### **PART 1 GENERAL**

##### **1.01 PROJECT**

- A. Project Name: HVAC Upgrade
- B. Owner's Name: Green Chimneys
- C. Engineer's Name: Eisenbach and Ruhnke Engineering, P.C.

##### **1.02 CONTRACT DESCRIPTION**

- A. Contract Type: One Prime Contract
  - 1. HVAC

##### **1.03 DESCRIPTION OF WORK**

- A. The scope of the project is shown on the Drawings.
  - 1. HVAC – The work consists of:
    - a. Replacement of the boiler including all plumbing and electric work.
    - b. Replacement of HV-1 with a new RTU including all ductwork and related plumbing and electric work.
    - c. DDC controls for the equipment.
    - d. All roof related work to accomplish the HVAC work is part of the contract.
    - e. Painting of walls and ceilings in the Gym. This includes painting the ductwork being provided.
    - f. The fuel in the tank scheduled for removal will be removed by Green Chimneys. Assume all sludge and about 100 gallons will remain for disposal and cleaning by contractor.
  - 2. The contractors should carefully review the phasing plan for the project on Drawing M-003.

##### **1.04 OWNER OCCUPANCY**

- A. Owner intends to occupy a certain portion of the Project prior to the completion date for summer business operations.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy. Work during the school year when school is in operation will be done either second shift or weekends and holidays.

##### **1.05 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage unless authorized by Owner.
- E. Utility Outages and Shutdown:
  - 1. Limit disruption of utility services to hours the building is unoccupied.
  - 2. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 3. Prevent accidental disruption of utility services to other facilities.

**1.06 SECURITY**

- A. All employees working on project during the day shall be required to get security clearances from the district.

**1.07 UTILITY OUTAGES AND SHUTDOWN**

- A. Limit disruption of utility services to hours the building is unoccupied. Coordinate with Engineer and Construction Manager prior to shutdowns.
- B. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
- C. Prevent accidental disruption of utility services to other facilities.

**1.08 WORK SEQUENCE**

- A. Coordinate construction schedule and operations with Engineer and Owner. See Phasing plan

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 2000**  
**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. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Engineer for approval.
- 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. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Engineer for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic and three hard-copies of each Application for Payment.

**1.04 MODIFICATION PROCEDURES**

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Price or Contract Time, Engineer will issue instructions directly to Contractor.
- C. For other required changes, Engineer will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
  - 1. The document will describe the required changes and will designate method of determining any change in Contract Price or Contract Time.
  - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Engineer will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.

- E. Contractor may propose a change by submitting a request for change to Engineer, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

**1.05 APPLICATION FOR FINAL PAYMENT**

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

**END OF SECTION**

**SECTION 01 2100  
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 2000 - Price and Payment Procedures: Additional payment and modification procedures.

**1.03 CONTINGENCY ALLOWANCE**

- A. Include in the Total Bid a Lump Sum Contingency Allowance as Indicated.
- B. The overhead and profit for these allowances are to be included in the Base Bid and are not part of these allowances.
- C. The contingency allowance shall be used only upon written authorization of the Engineer.
- D. 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 this Contingency Allowance.
- E. Funds will be drawn from the Contingency Allowance only by Change Order.
- F. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

**1.04 ALLOWANCES SCHEDULE**

**B. HVAC Contract**

- 1. Include the stipulated sum of Twenty Thousand Dollars (\$20,000) to cover changes in the actual cost of work that is beyond the scope of the Contract Documents.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 3000**  
**ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electronic document submittal service.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Coordination drawings.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 7200 - General Conditions: Dates for applications for payment.
- B. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 7800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**1.03 PROJECT COORDINATION**

- A. Project Coordinator: Eisenbach & Ruhnke Engineering, P.C.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for building access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 1000 - Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Engineer through the Project Coordinator:
  - 1. Requests for Interpretation.
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Test and inspection reports.
  - 5. Design data.
  - 6. Manufacturer's instructions and field reports.
  - 7. Applications for payment and change order requests.
  - 8. Progress schedules.
  - 9. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Engineer will schedule a meeting after Notice of Award.

- B. Attendance Required:
  - 1. Owner.
  - 2. Engineer.
  - 3. Contractor.
- C. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Designation of personnel representing the parties to Contract, Owner and Engineer.
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  - 7. Scheduling.
- D. Eisenbach & Ruhnke Engineering, P.C. will record minutes and distribute copies within 5 days after meeting to participants. Contractor shall distribute all entities of the Contractor affected by decisions made.

### **3.02 PROGRESS MEETINGS**

- A. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
  - 1. Contractor.
  - 2. Owner.
  - 3. Engineer.
  - 4. Contractor's superintendent.
  - 5. Major subcontractors.
- C. 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.
- D. Eisenbach & Ruhnke Engineering, P.C. will record minutes and distribute copies within 5 days after meeting to participants. Contractor shall distribute all entities of the Contractor affected by decisions made.

### **3.03 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.

### **3.04 COORDINATION DRAWINGS**

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

### **3.05 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  - 1. Product data.
  - 2. Shop drawings.
  - 3. Samples for selection.
- B. Submit to Engineer for review for the limited purpose of checking for conformance with information given and the design concept expressed in the 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 7800 - Closeout Submittals.

### **3.06 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  - 1. Design data.
  - 2. Certificates.
  - 3. Test reports.
  - 4. Inspection reports.
  - 5. Manufacturer's instructions.
  - 6. Manufacturer's field reports.
  - 7. Other types indicated.
- B. Submit for Engineer's knowledge as contract administrator or for Owner.

### **3.07 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in conformance to requirements of Section 01 7800 - Closeout Submittals:
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Bonds.
  - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.08 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Engineer.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.09 SUBMITTAL PROCEDURES**

- A. General Requirements:
- B. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
  - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- C. Transmit each submittal with a copy of approved submittal form.



- D. Transmit each submittal with approved form.
- E. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- F. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- G. 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.
- H. Schedule submittals to expedite the Project, and coordinate submission of related items.
- I. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- J. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- K. Provide space for Contractor and Engineer review stamps.
- L. When revised for resubmission, identify all changes made since previous submission.
- M. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- N. Submittals not requested will not be recognized or processed.

**END OF SECTION**

## **SECTION 01 3323**

### **SHOP DRAWINGS, SUBMITTALS, PRODUCT DATA, AND SAMPLES**

#### **PART 1 - GENERAL**

##### **1.01 DESCRIPTION**

- A. Related Requirements Specified Elsewhere
  - 1. Section 01 3000 Administrative Requirements
- B. Submit, to the Engineer, shop drawings, product data, and samples required by the specification sections.
- C. Attached is the Submittal Cover Sheet (Section 01 3323.01) that is to be filled out and returned to the Engineer with each submittal.
- D. Make submittals to allow for checking, re-submittal, and rechecking, if required, without causing delay of the Construction Schedule.

##### **1.02 PRODUCT DATA**

- A. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, and other standard descriptive data.
  - 1. Modify product data to delete information that is not applicable to project.
  - 2. Supplement standard to provide additional information applicable to project.
  - 3. Clearly mark each copy to identify applicable materials, products, or models.
  - 4. Show dimensions and clearances required.
  - 5. Show performance characteristics and capacities.
  - 6. Show wiring or piping diagrams and controls.

##### **1.03 CONTRACTOR RESPONSIBILITIES**

- A. Review, approve, stamp, and sign shop drawings, submittals, product data, and samples prior to submission to Engineer.
- B. Verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and other data.
- C. Coordinate each submittal with requirements of Work and Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Engineer's review of submittals.
- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by Engineer's review of submittals unless Engineer gives written acceptance of the specific deviations.
- F. Notify Engineer in writing, at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. After Engineer's review, Contractor is to distribute copies of submittals to parties requiring same for coordination of work.
- H. Make required copies for distribution of shop drawings and product data that have been stamped and signed by the Engineer.

##### **1.04 SUBMISSION REQUIREMENTS**

- A. Submit number of copies of product data that will be required for distribution plus one copy that will be retained by Engineer.
- B. Accompany submittal with transmittal letter, containing:
  - 1. Date.
  - 2. Engineer's project title and number.
  - 3. Contractor's name and address.
  - 4. Notification of deviations from Contract Documents.

5. Additional pertinent data.
- C. Submittals shall include:
  1. Date and revision dates.
  2. Engineer's project title and number.
  3. The names of:
    - a. Engineer.
    - b. Contractor.
    - c. Subcontractor.
    - d. Supplier.
    - e. Manufacturer.
  4. Identification of product.
  5. Relation to adjacent structure or materials.
  6. Field dimensions, clearly identified as such.
  7. Technical Specification section number.
  8. Applicable standards.
  9. A blank space, 4 x 4 inches, for the Engineer's stamp.
  10. Identification of deviations from Contract Documents.
  11. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements, and compliance with Contract Documents.
    - a. Submittals without Contractor's stamp will be returned without being reviewed.
- D. Shop Drawing Submittal Cover Sheet
  1. Attach submittal cover sheet, with all blanks filled in for each shop drawing, product data, and sample.

#### **1.05 RESUBMISSION REQUIREMENTS**

- A. Product Data and Samples: Submit new data and samples as required for initial submittal.

#### **1.06 CONTRACTOR'S DISTRIBUTION OF SUBMITTALS**

- A. Distribute copies of shop drawings and product data that carry the Engineer stamp to:
  1. Contractor's file.
  2. Job site file.
  3. Record Document file.
  4. Construction Manager.
  5. Owner
- B. Distribute samples as directed by Engineer.

#### **1.07 ENGINEER**

- A. Stamp and initial or sign certifying to review of submittal.
- B. Explanation of Engineer's Stamp:
  1. NO EXCEPTION TAKEN: No corrections, no marks.
  2. MAKE CORRECTIONS NOTED: Minor amount of corrections; all items can be fabricated at Contractor's risk without further correction; checking is complete and all corrections are obvious without ambiguity.
  3. REVISE AND RESUBMIT: Minor amount of corrections; noted items must not be fabricated without further correction; checking is not complete; details of items noted by checker are to be further clarified; items not noted to be corrected can be fabricated at Contractor's risk under this stamp.
  4. REJECTED: Drawings are rejected as not in accordance with the Contract, too many corrections, or other justifiable reason. The drawing must be corrected and resubmitted. No items are to be fabricated under this stamp.
  5. SUBMIT SPECIFIED ITEM: Item is not as specified. Submit named manufacturer.
- C. Return submittals to Contractor for distribution.

**1.08 SUBMITTALS REQUIRED FOR REVIEW**

- A. The following is the Submittal Cover Sheet for the required submittals. Contractor is responsible for reviewing each section to determine required submittals.

**END OF SECTION**

**SUBMITTAL COVER SHEET**



**EISENBACH & RUHNKE ENGINEERING, P.C.**  
291 Genesee St., Utica, NY 13501 315-735-1916

The Contractor shall fill out lines 1 through 7 below and staple this cover sheet to submitted product data sheet, sample, shop drawing, or other items submitted to the Architect/Engineer. Each submittal shall have its own Submittal Cover Sheet.

**Project Name:** Green Chimneys  
HVAC Upgrade

**Contractor:**

E&R Project No.: 50-19-01

Project Manager:

Address:

Phone:

**Architect/Engineer:** Eisenbach and Ruhnke Engineering, P.C.

**Owner:** Green Chimneys

Project Manager: Jack Eisenbach

Address: 291 Genesee Street  
Utica, NY 13501

Phone: 315-735-1916

- 
1. Date: \_\_\_\_\_
  2. Submittal Number: \_\_\_\_\_
  3. Submitted Item: \_\_\_\_\_
  4. Manufacturer: \_\_\_\_\_
  5. Person Submitting: \_\_\_\_\_
  6. Spec. Location: Section \_\_\_\_\_ Article \_\_\_\_\_ Paragraph \_\_\_\_\_ Subparagraph \_\_\_\_\_
  7. And/Or Drawing Number: \_\_\_\_\_

Architect/Engineer's Notes: \_\_\_\_\_

---

---

---

---

---

---

---

Contractor's Stamp

Architect/Engineer's Stamp

- ☐ No exception taken.
- ☐ Make Corrections Noted. Do not resubmit. See Notes above.
- ☐ Submit Specified Item. Resubmit. See Notes above.
- ☐ Revise and Resubmit. Resubmit. See Notes above.
- ☐ Rejected. See Notes above.

Checking of submittals is only for general conformance with the design concept of the Project and general compliance with the information given in Contract Documents. Any action shown is subject to the requirements of the Drawings and Specifications. Contractor is responsible for dimensions to be confirmed and correlated at the job site, quantities, information that pertains solely to the fabrication processes or to techniques of construction, coordination of the work of all trades, and the satisfactory performance of his work.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
EISENBACH & RUHNKE ENGINEERING

**SECTION 01 4000**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 2100 - Allowances: Allowance for payment of services.
- C. Section 01 3000 - Administrative Requirements: Submittal procedures.
- D. Section 01 4216 - Definitions.
- E. Section 01 4219 - Reference Standards.
- F. Section 01 6000 - Product Requirements: Requirements for material and product quality.

**1.03 REFERENCE STANDARDS**

- A. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- B. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.

**1.03A CONFLICTING REQUIREMENTS**

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

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Engineer's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Test Reports: After each test/inspection, promptly submit two copies of report to Engineer and to Contractor.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of inspector.
    - d. Date and time of sampling or inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.

- g. Type of test/inspection.
  - h. Date of test/inspection.
  - i. Results of test/inspection.
  - j. Conformance with Contract Documents.
  - k. When requested by Engineer, provide interpretation of results.
- 2. Test report submittals are for Engineer's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Owner's information.
- D. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.
- E. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- F. Manufacturer's Field Reports: Submit reports for Engineer's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- G. Erection Drawings: Submit drawings for Engineer's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
  - 2. Data indicating inappropriate or unacceptable Work may be subject to action by Engineer or Owner.

#### **1.05 REFERENCES AND STANDARDS**

- A. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- B. Obtain copies of standards where required by product specification sections.
- C. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

#### **1.06 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- B. Contractor Employed Agency:
  - 1. Inspection agency: Comply with requirements of ASTM D3740, ASTM E329.
  - 2. Laboratory: Authorized to operate in the State in which the Project is located.
  - 3. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.

### **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 Engineer 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 TESTING AND INSPECTION**

- A. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of Work or products.
  - 5. Perform additional tests and inspections required by Engineer.
  - 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Engineer and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer.
- E. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

### **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, start-up of equipment, 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 conforming to specified requirements.
- B. If, in the opinion of Engineer, it is not practical to remove and replace the Work, Engineer will direct an appropriate remedy or adjust payment.

**END OF SECTION**

**SECTION 01 4100  
REGULATORY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SUMMARY OF REFERENCE STANDARDS**

- A. Regulatory requirements applicable to this project are the following:
- B. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
- C. NFPA 101 - Life Safety Code; 2015.
- D. OSHA Part 1926 Safety and Health Regulations for Construction.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 4000 - Quality Requirements.

**1.03 QUALITY ASSURANCE**

- A. Designer Qualifications: Where delegated engineering design is to be performed under the construction contract provide the direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 4216**  
**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. Provide: To furnish and install.
- E. Supply: Same as Furnish.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 4219**  
**REFERENCE STANDARDS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Requirements relating to referenced standards.

**1.02 QUALITY ASSURANCE**

- A. For products or workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.
- C. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Engineer shall be altered by the Contract Documents by mention or inference otherwise in any reference document.

**END OF SECTION**

**SECTION 01 4533**  
**CODE-REQUIRED SPECIAL INSPECTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.

**1.02 RELATED REQUIREMENTS**

- A. Document 00 3100 - Available Project Information: Soil investigation data.
- B. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- C. Section 01 3000 - Administrative Requirements: Submittal procedures.
- D. Section 01 4000 - Quality Requirements.
- E. Section 01 4219 - Reference Standards.
- F. Section 01 6000 - Product Requirements: Requirements for material and product quality.

**1.03 DEFINITIONS**

- A. Code or Building Code: ICC (IBC), 2015 Edition of the International Building Code and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. International Accreditation Service, Inc. (IAS).
- D. National Institute of Standards and Technology (NIST).
- E. Special Inspection:
  - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
  - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

**1.04 REFERENCE STANDARDS**

- A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2011.
- B. AISC 360 - Specification for Structural Steel Buildings; 2010.
- C. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing; 2014a.
- D. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- E. ASTM E605/E605M - Standard Test Methods for Thickness and Density of Sprayed Fire-Resistive Material (SFRM) Applied to Structural Members; 1993 (2015)e1.
- F. ASTM E736/E736M - Standard Test Method for Cohesion/Adhesion of Sprayed Fire-Resistive Materials Applied to Structural Members; 2000 (2015)e1.
- G. ASTM E2174 - Standard Practice for On-Site Inspection of Installed Firestops; 2014.
- H. ASTM E2393 - Standard Practice for On-Site Inspection of Installed Fire Resistive Joint Systems and Perimeter Fire Barriers; 2010a.
- I. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015.
- J. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2008.
- K. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011.
- L. IAS AC291 - Accreditation Criteria for Special Inspection Agencies; 2012.
- M. ICC (IBC) - International Building Code; 2015.

### **1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
  - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
  - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
  - 4. Submit documentation that Special Inspection Agency is accredited by IAS according to IAS AC291.
- C. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Engineer and one to the AHJ.
  - 1. Include:
    - a. Date issued.
    - b. Project title and number.
    - c. Name of Special Inspector.
    - d. Date and time of special inspection.
    - e. Identification of product and specifications section.
    - f. Location in the Project.
    - g. Type of special inspection.
    - h. Date of special inspection.
    - i. Results of special inspection.
    - j. Conformance with Contract Documents.
- D. Certificates: When specified in individual special inspection requirements, Special Inspector shall submit certification by the manufacturer, fabricator, and installation subcontractor to Engineer and AHJ, in quantities specified for Product Data.
  - 1. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
  - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer and AHJ.

### **1.06 SPECIAL INSPECTION AGENCY**

- A. Owner or Engineer will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

### **1.07 QUALITY ASSURANCE**

- A. Special Inspection Agency Qualifications:
  - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
  - 2. Accredited by IAS according to IAS AC291.
- B. Copies of Documents at Project Site: Maintain at the project site a copy of each referenced document.

## **PART 3 EXECUTION**

### **2.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL**

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
  - 1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
  - 2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

## **2.02 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION**

- A. Structural Steel and Cold Formed Steel Deck Material:
  - 1. Structural Steel: Verify identification markings conform to AISC 360, Section M3.5; periodic.
  - 2. Other Steel: Verify identification markings conform to ASTM standards specified in the approved contract documents; periodic.
  - 3. Submit manufacturer's certificates of compliance and test reports; periodic.
- B. Weld Filler Material:
  - 1. Verify identification markings conform to AWS standards specified in the approved contract documents and to AISC 360, Section A3.5; periodic.
  - 2. Submit manufacturer's certificates of compliance; periodic.
- C. Welding:
  - 1. Structural Steel and Cold Formed Steel Deck:
    - a. Complete and Partial Joint Penetration Groove Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - b. Multipass Fillet Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - c. Single Pass Fillet Welds Less than 5/16 inch Wide: Verify compliance with AWS D1.1/D1.1M; periodic.
    - d. Plug and Slot Welds: Verify compliance with AWS D1.1/D1.1M; continuous.
    - e. Single Pass Fillet Welds 5/16 inch or Greater: Verify compliance with AWS D1.1/D1.1M; continuous.
    - f. Floor and Roof Deck Welds: Verify compliance with AWS D1.3/D1.3M; continuous.
  - 2. Reinforcing Steel: Verify items listed below comply with AWS D1.4/D1.4M and ACI 318, Section 3.5.2.
    - a. Verification of weldability; periodic.
    - b. Reinforcing steel resisting flexural and axial forces in intermediate and special moment frames as well as boundary elements of special structural walls of concrete and shear reinforcement; continuous.
    - c. Shear reinforcement; continuous.
    - d. Other reinforcing steel; periodic.

## **2.03 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES**

- A. Special Inspection Agency shall:
  - 1. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified reference standards.
  - 3. Ascertain compliance of materials and products with requirements of Contract Documents.
  - 4. Promptly notify Engineer and Contractor of observed irregularities or non-conformance of work or products.
  - 5. Perform additional tests and inspections required by Engineer.
  - 6. Submit reports of all tests or inspections specified.
- B. Limits on Special Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the work.
- C. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency on instructions by Engineer.
- D. Re-testing required because of non-conformance to specified requirements shall be paid for by Contractor.

**END OF SECTION**

**SECTION 01 5000**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Project identification sign.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 for submittals

**1.03 TELECOMMUNICATIONS SERVICES**

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
  - 1. Mobile phone service for all field superintendents and foreman.

**1.04 BARRIERS**

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

**1.05 SECURITY**

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

**1.06 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

**1.07 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

**1.08 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design and construction indicated on Drawings.
- B. Erect on site at location indicated.



C. No other signs are allowed without Owner permission except those required by law.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

## **SECTION 01 5060**

### **SITE SAFETY**

#### **PART 1 - GENERAL**

##### **1.01 RELATED DOCUMENTS**

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

##### **1.02 SUMMARY:**

- A. The purpose of this section is to specify the safety requirements, which must be followed by each Contractor during the execution of this contract.
- B. Each Contractor agrees that the work will be completed with the greatest degree of safety and:
  - 1. To conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been or shall be promulgated by the governmental authorities which administer such acts, and shall hold the Owner, Owner's Representative, the Architect, and all their employees, consultants and representatives harmless from and against and shall indemnify each and every one of them for any and all claims, actions, liabilities, costs and expenses, including attorneys fees, which any of them may incur as a result of non-compliance.

##### **1.03 RELATED SECTIONS**

- A. Section 01 50 00 - Temporary Facilities and Controls.

##### **1.04 DEFINITIONS**

- A. Public shall mean anyone not involved with or employed by the contractor to perform the duties of this contract.
  - 1. Site shall mean the limits of the work area.
  - 2. Contractor shall mean the contractor, his/her subcontractors and any other person related to the contract execution.

##### **1.05 REFERENCES:**

- A. Code of Federal Regulations OSHA Safety and Health.

#### **PART 2 - PRODUCTS**

##### **2.01 MATERIALS:**

- A. Barriers shall be constructed of sturdy lumber having a minimum size of 2'x 4'.
- B. Signs shall be made of sturdy plywood of 1/2" minimum thickness and shall be made to legible at a distance of 50 feet.

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

##### **3.01 GENERAL**

- A. In the performance of its contract, each Contractor shall exercise every precaution to prevent injury to workers and the public or damage to property.
  - 1. Each Contractor shall, at their own expense, provide temporary structures, place watchmen, design and erect barricades, fences and railings, give warnings, display such lights, signals and signs, exercise such precautions against fire, adopt and enforce such rules and regulations, and take such other precautions as may be necessary, desirable or proper or as may be directed.
  - 2. Each Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work to be done under this contract. Each Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss including but not limited to:
    - a. All employees working in connection with this contract, and other persons who may be affected thereby.

- b. All the work materials and equipment to be incorporated therein whether in storage on or off site; and including trees, shrubs, lawns, walks, pavements, facilities not designated for removal, relocation or replacement in the course of construction.
- B. Each Contractor's duties and responsibilities for the safety and protection of the work: shall continue until such time as all the work is completed and contractor has removed all workers, material and equipment from the site, or the issuance of the certificate of final completion, whichever shall occur last.
- C. Each Contractor shall use only machinery and equipment adapted to operate with the least possible noise, and shall so conduct his operations that annoyance to occupants of the site and nearby homes and facilities shall be reduced to a minimum
- D. It shall be the responsibility of each Contractor to insure that all employees of the contractor and all subcontractors, and any other persons associated with the performance of their contract shall comply with the provisions of this specification.
- E. Each Contractor shall clean up the site daily and keep the site free of debris, refuse, rubbish, and scrap materials. The site shall be kept in a neat and orderly fashion. Before the termination of the contract, each Contractor shall remove all surplus materials, falsework, temporary fences, temporary structures, including foundations thereof.
- F. Each Contractor shall follow all rules and regulations put forth in the Code of Federal Regulations (OSHA Safety and Health Standards).

**END OF SECTION**

**SECTION 01 6000**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 2500 - Substitution Procedures: Substitutions made during and after the Bidding/Negotiation Phase.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.

**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 the 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.

**PART 3 EXECUTION**

**3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 2500 - Substitution Procedures.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. 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. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. 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.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

### **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.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, 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**

**SECTION 01 7000**  
**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. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary exterior enclosures.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.
- F. Section 07 8400 - Firestopping.

**1.03 REFERENCE STANDARDS**

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

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.05 QUALIFICATIONS**

- A. For demolition work, employ a firm specializing in the type of work required.
  - 1. Minimum of 3 years of documented experience.

**1.06 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. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.

3. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

## **1.07 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 6000 - 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 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Engineer four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Engineer, Owner, participants, and those affected by decisions made.

### **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 Engineer before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.
  - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  - 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  - 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. Provide temporary connections as required to maintain existing systems in service.
  - 4. Verify that abandoned services serve only abandoned facilities.
  - 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.



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

### **3.06 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-conforming 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 8400, 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. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.09 SYSTEM STARTUP**

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.10 ADJUSTING**

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

### **3.11 FINAL CLEANING**

- A. Use cleaning materials that are nonhazardous.
- B. 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.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. 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.

- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Engineer when work is considered ready for Engineer's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Engineer's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Engineer's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Engineer.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Engineer when work is considered finally complete and ready for Engineer's Substantial Completion final inspection.
- H. Complete items of work determined by Engineer listed in executed Certificate of Substantial Completion.

**END OF SECTION**

**SECTION 01 7329**  
**CUTTING AND PATCHING**

**PART 1 – GENERAL**

**1.01 DESCRIPTION**

- A. Related Requirements Specified Elsewhere
  - 1. Summary of Contracts: Section 01 1000.
- B. Cutting and patching covers adjustment to, and necessary reworking of, elements of construction in existing work. The following definitions for cutting and patching apply to this Contract.
  - 1. Cutting: Physical modification of existing construction work, or removal of existing materials.
  - 2. Patching: Restoration or replacement and installation of construction material, both new and existing, including finishing and patching.
- C. Execute cutting, fitting, or patching of work, required to:
  - 1. Install specified work in existing construction.
  - 2. Remove existing construction.
  - 3. Provide equipment, labor, and incidentals necessary for cutting and patching as required for the installation of work in existing walls, floors, and ceilings. Patching must match adjacent material and finish.
- D. Coordination
  - 1. Coordinate the Work to minimize cutting and patching.
- E. In addition to Contract requirements, upon written instructions of Engineer:
  - 1. Uncover work to provide for Engineer's observation of covered work.
  - 2. Remove samples of installed materials for testing.
- F. Do not endanger work by cutting or altering work or any part of it.

**1.02 SUBMITTALS**

- A. Should conditions of work, or schedule, indicate change of materials or methods, submit written recommendation to Engineer, including:
  - 1. Conditions indicating change.
  - 2. Recommendations for alternative materials or methods.
  - 3. Submittals as required for substitutions.
- B. Submit written notice to Engineer designating time work will be uncovered, to provide for observation.

**1.03 PAYMENT FOR COSTS**

- A. Costs caused by ill-timed or defective work, or work not conforming to Contract Documents, including costs for additional service of Engineer will be paid for by the party responsible for ill-timed, rejected, or non-conforming work.

**PART 2 – PRODUCTS**

**2.01 MATERIALS FOR REPLACEMENT OF WORK REMOVED**

- A. Comply with specifications for type of work to be done.
- B. Match existing adjoining materials.

**PART 3 – EXECUTION**

**3.01 INSPECTION**

- A. Inspect existing condition of work including elements subject to movement or damage during removal of adjacent materials.

**3.02 PREPARATION**

- A. Prior to Cutting
  - 1. Provide shoring, bracing, and support as required to maintain structural integrity of project.
  - 2. Provide protection for materials on adjacent surfaces.
  - 3. Provide protection when work will be exposed to the elements.

### **3.03 PERFORMANCE**

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
- B. Restore work that has been cut or removed. Provide new products to complete work in accordance with requirements of Contract Documents.
- C. Refinish entire surfaces as necessary to provide an even finish.
  - 1. Continuous Surfaces: To nearest intersections.
  - 2. Assembly: Entire refinishing.
- D. Fill and patch openings and holes in existing construction when bolts, piping, ducts, conduit, and other penetrating items are removed.

**END OF SECTION**

**SECTION 01 7330**  
**SELECTIVE REMOVALS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract apply to this Section.

**1.02 DESCRIPTION OF WORK:**

- A. Location of selective removal work is indicated on drawings only in a general manner and it is not all inclusive in the overall scope of removal work. The Contractor shall provide all inclusive removals required for new and renovated work.
  - 1. The Contractor will be responsible for all related removals and re-work of the existing systems, as required for new work.

**1.03 SUMMARY**

- A. This Section includes but is not limited to the following:
  - 1. Demolition and removals of selected portions of a building or structure.
  - 2. Repair procedures for selective removals operations.
- B. General Contractor, including but not limited to:
  - 1. Removal of asbestos containing material where indicated.
  - 2. Removal of portions of existing building indicated on drawings and as required to accommodate new construction.
  - 3. Removal of floors etc. indicated to be removed or required for new construction.
  - 4. Patching of all areas of cutting and removals.

**1.04 RELATED SECTIONS**

- A. Section 01 4000 - Quality Requirements: Testing and inspection procedures
- B. Section 01 5000 - Temporary Facilities and Controls
- C. Section 01 7419 - Construction Waste Management and Disposal
- D. Section 07 8400 - Firestopping

**1.05 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvages, or removed and reinstalled.
  - 1. Protect construction indicated to remain against damage and soiling during selective removals.
- C. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished shall become Contractor's property and shall be removed from the Project site.
- D. Removal and Reinstall: Each items from existing construction, prepare them for reuse, and reinstall them where indicated.

**1.06 SUBMITTALS**

- A. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.
- B. Schedule of selective removals Activities: Indicate the following:
  - 1. Detailed sequence of selective removals and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

### **1.07 QUALITY ASSURANCE**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective removals. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Pre demolition Conference: Conduct conference at Project site to comply with requirements in Section 01 30 00 "Administrative Requirements". Review methods and procedures related to selective removals, including, but not limited to the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective removals schedule and verify availability of materials, demolitions, personnel equipment and facilities needed to make progress and avoid delays.

### **1.08 PROJECT CONDITIONS**

- A. Owner will occupy portions of building immediately adjacent to selective removals area. Conduct selective removals so Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
  - 2. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.
- B. Owner assumes no responsibility for condition of areas to be selectively demolished.
- C. Hazardous Materials: Hazardous materials are present in building. A report on the presence of hazardous materials is attached. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.
  - 2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

### **1.09 WARRANTY**

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective removals, by methods and with materials so as not to void existing warranties.
  - 1. Existing roofing is under warranty. Remove material by sub contractors authorized and approved by manufacturer.

## **PART 2 - PRODUCTS**

### **2.01 REPAIR MATERIALS**

- A. Use repair materials identical to existing materials.
  - 1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.
  - 3. Comply with material and installation requirements specified in individual Specification Sections.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective removals required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

### **3.02 PREPARATION**

- A. Site Access and Temporary Controls: Conduct selective removals and debris removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

- B. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- C. Protect existing site improvements, appurtenances, and landscaping to remain.
- D. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- E. Provide protection to ensure safe passage of people around selective removals area and to and from occupied portions of building.
- F. Provide temporary weather protection, during interval between selective removals of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
- G. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective removals operations.
- H. Cover and protect furniture, furnishings, and equipment that have not been removed.
- I. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
- J. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
- K. The following procedures shall be followed when door, frames, flooring and roofing are removed and do not contain asbestos:
  - 1. Asbestos and lead containing material shall be removed as per asbestos and lead abatement sections of the specifications.
  - 2. Work must be in compliance with OSHA Construction Standard (29 CFR 1926.62).
  - 3. Windows directly below, above and adjacent to the work area shall be closed.
  - 4. Provide tarps on the floor of the space to catch all dust, debris etc are being removed
  - 5. All existing casework, furniture, books, computers and similar shall be provided one layer of six mil plastic.
  - 6. All air vents in the room shall be closed and/or shut off and sealed.
  - 7. Access to all rooms undergoing removals shall be restricted to prevent unauthorized entry.
  - 8. All moveable objects will be moved from the room by the Owner. The Contractor shall cover floor with a drop cloth or similar protection approved by the Architect..
  - 9. Contractor shall provide labor for daily cleanup on the interior and exterior of the building as required or directed by the Owner's Representative. Any visible debris shall be removed on a daily basis. Only wet cleaning methods and/or HEPA vacuuming shall be used to clean.
  - 10. All debris disposed of properly in accordance with Federal, State and Local Regulations. Refer to Section 01 50 00 "Temporary Facilities" for containers required.
  - 11. At completion of the work in each area the area shall be HEPA vacuumed and wet wiped.
  - 12. All corridors used by Contractors shall be protected and mopped and left clean daily

### **3.03 POLLUTION CONTROLS**

- A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- B. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.
- D. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.



- E. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective removals operations. Return adjacent areas to condition existing before selective removals operations began.

### **3.04 SELECTIVE REMOVALS**

- 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. Locate selective removals equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
  - 2. Dispose of demolished items and materials promptly.
  - 3. Existing Facilities: Comply with Owner's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective removals operations.
  - 4. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective removals. When permitted by Architect, items may be removed to a suitable, protected storage location during selective removals, cleaned, and reinstalled in their original locations after selective removals operations are complete.
  - 5. Roofing: Remove no more existing roofing than can be covered in one day by new roofing. Refer to applicable Division 7 Section for roofing requirements.

### **3.05 PATCHING AND REPAIRS**

- A. General: Promptly repair damage to adjacent construction caused by selective removals operations.
  - 1. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
  - 2. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
  - 3. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
  - 4. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.

### **3.06 DISPOSAL OF DEMOLISHED MATERIALS**

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

### **3.07 CLEANING**

- A. Sweep the building broom clean on completion of selective removals operation.

**END OF SECTION**

## **SECTION 01 7419**

### **CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

#### **PART 1 GENERAL**

##### **1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - 1. Aluminum and plastic beverage containers.
  - 2. Corrugated cardboard.
  - 3. Wood pallets.
  - 4. Clean dimensional wood: May be used as blocking or furring.
  - 5. Land clearing debris, including brush, branches, logs, and stumps; see Section 31 1000 - Site Clearing for use options.
  - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 7. Fluorescent lamps (light bulbs).
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- G. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

##### **1.03 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.

- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### **1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  - 2. Submit Report on a form acceptable to Owner.
  - 3. Landfill Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - 4. Incinerator Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
    - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - 5. Recycled and Salvaged Materials: Include the following information for each:
    - a. Identification of material, including those retrieved by installer for use on other projects.
    - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
    - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
    - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.

6. Material Reused on Project: Include the following information for each:
  - a. Identification of material and how it was used in the project.
  - b. Amount, in tons or cubic yards.
  - c. Include weight tickets as evidence of quantity.
7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

### **PART 3 EXECUTION**

#### **2.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

#### **2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Engineer.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  1. Pre-bid meeting.
  2. Pre-construction meeting.
  3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  1. Provide containers as required.
  2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

**SECTION 01 7800**  
**CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Engineer with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Engineer comments. Revise content of all document sets as required prior to final submission.
  - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 3 EXECUTION**

**2.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Addenda.
  - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings : Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

**2.02 OPERATION AND MAINTENANCE DATA**

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

## **2.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES**

- A. For Each Product, Applied Material, and Finish:
  - 1. Product data, with catalog number, size, composition, and color and texture designations.
  - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

## **2.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Engineer, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

## **2.05 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

**END OF SECTION**

**SECTION 03 3000**  
**CAST-IN-PLACE CONCRETE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete reinforcement.
- D. Joint devices associated with concrete work.
- E. Miscellaneous concrete elements, including equipment pads.
- F. Concrete curing.

**1.02 REFERENCE STANDARDS**

- A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- B. ACI 211.1 - Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete; 1991 (Reapproved 2009).
- C. ACI 301 - Specifications for Structural Concrete; 2016.
- D. ACI 302.1R - Guide to Concrete Floor and Slab Construction; 2015.
- E. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- F. ACI 308R - Guide to External Curing of Concrete; 2016.
- G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2017).
- H. ACI 347R - Guide to Formwork for Concrete; 2014.
- I. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement; 2014.
- J. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2017.
- K. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2016.
- L. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2016b.
- M. ASTM C150/C150M - Standard Specification for Portland Cement; 2016.
- N. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method; 2016.
- O. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2015.
- P. ASTM C1059/C1059M - Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete; 2013.
- Q. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2012.
- R. ASTM E1643 - Standard Practice for Selection, Design, Installation and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs; 2011.
- S. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2011.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Mix Design: Submit proposed concrete mix design.

1. Indicate proposed mix design complies with requirements of ACI 301, Section 4 - Concrete Mixtures.
- C. Samples: Submit samples of underslab vapor retarder to be used.
- D. Test Reports: Submit report for each test or series of tests specified.

#### **1.04 QUALITY ASSURANCE**

- A. Perform work of this section in accordance with ACI 301 and ACI 318.

### **PART 2 PRODUCTS**

#### **2.01 FORMWORK**

- A. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
  1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
  2. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
  3. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches (38 mm) of concrete surface.

#### **2.02 REINFORCEMENT MATERIALS**

- A. Steel Welded Wire Reinforcement (WWR): Galvanized, plain type, ASTM A1064/A1064M.
  1. WWR Style: 4 x 8-W6 x W10 (102 x 203-MW39 x MW65).
- B. Reinforcement Accessories:
  1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
  2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
  3. Provide galvanized or plastic coated steel components for placement within 1-1/2 inches (38 mm) of weathering surfaces.

#### **2.03 CONCRETE MATERIALS**

- A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
- B. Fine and Coarse Aggregates: ASTM C33/C33M.
- C. Fly Ash: ASTM C618, Class C or F.
- D. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

#### **2.04 ACCESSORY MATERIALS**

- A. Underslab Vapor Retarder: Sheet material complying with ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. The use of single ply polyethylene is prohibited.
  1. Installation: Comply with ASTM E1643.
  2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.

#### **2.05 BONDING AND JOINTING PRODUCTS**

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059/C1059M, Type II.

#### **2.06 CONCRETE MIX DESIGN**

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Normal Weight Concrete:
  1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 3,000 pounds per square inch (20.7 MPa).
  2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
  3. Water-Cement Ratio: Maximum 40 percent by weight.
  4. Total Air Content: 4 percent, determined in accordance with ASTM C173/C173M.



5. Maximum Slump: 3 inches (75 mm).
6. Maximum Aggregate Size: 5/8 inch (16 mm).

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

#### **3.02 PREPARATION**

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning and applying bonding agent in according to bonding agent manufacturer's instructions.
  1. Use latex bonding agent only for non-load-bearing applications.
- E. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout.

#### **3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS**

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

#### **3.04 PLACING CONCRETE**

- A. Place concrete in accordance with ACI 304R.
- B. Ensure reinforcement, inserts, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- C. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.

#### **3.05 FLOOR FLATNESS AND LEVELNESS TOLERANCES**

- A. Maximum Variation of Surface Flatness:
  1. Exposed Concrete Floors: 1/4 inch (6 mm) in 10 feet (3 m).
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

#### **3.06 CONCRETE FINISHING**

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch (6 mm) or more in height.
- C. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
  1. Other Surfaces to Be Left Exposed: Trowel as described in ACI 302.1R, minimizing burnish marks and other appearance defects.
- D. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1:100 nominal.

### **3.07 CURING AND PROTECTION**

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.
- D. Surfaces Not in Contact with Forms:
  - 1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water-fog spray or saturated burlap.
    - a. Spraying: Spray water over floor slab areas and maintain wet.
    - b. Saturated Burlap: Saturate burlap-polyethylene and place burlap-side down over floor slab areas, lapping ends and sides; maintain in place.
  - 2. Final Curing: Begin after initial curing but before surface is dry.

### **3.08 FIELD QUALITY CONTROL**

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 4000 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Tests of concrete and concrete materials may be performed at any time to ensure compliance with specified requirements.
- D. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards (76 cu m) or less of each class of concrete placed.

### **3.09 DEFECTIVE CONCRETE**

- A. Test Results: The testing agency shall report test results in writing to [ ]ngineer and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the [ ]ngineer. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

### **3.10 PROTECTION**

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

**END OF SECTION**

**SECTION 02 4100**  
**DEMOLITION AND SELECT REMOVALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 01 1000 - Summary and Scope of Work: Limitations on Contractor's use of site and premises.
- B. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 01 7000 - 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 02 6500 - Underground Storage Tank Removal.

**1.03 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.

**PART 3 EXECUTION**

**2.01 SCOPE**

- A. Remove underground tanks that contain or once contained petroleum products; fill and bury other types of tanks.
- B. Remove boilers indicated on plans.
- C. Remove HVAC equipment indicated [on plans].
- D. Remove plumbing equipment indicated [on plans].
- E. Remove electrical equipment indicated [on plans].

**2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 6. Do not close or obstruct roadways or sidewalks without 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. 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.
- D. Underground Storage Tanks: Remove and dispose of as specified in Section 02 6500.

**2.03 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.

- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. 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.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. 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.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

#### **2.04 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 indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction indicated on drawings in locations indicated on drawings.
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
- E. Services (Including but not limited to HVAC, Plumbing, and Electrical): 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.
- F. 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.

#### **2.05 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**

## **METAL FABRICATIONS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Steel framing supports for mechanical equipment

#### **1.2 REFERENCE STANDARDS**

- A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- B. ASTM A283/A283M - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates; 2013.
- C. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2013.
- D. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2014.
- E. ASTM F3125/F3125M - Standard Specification for High Strength Structural Bolts, Steel and Alloy Steel, Heat Treated, 120 ksi (830 MPa) and 150 ksi (1040 MPa) Minimum Tensile Strength, Inch and Metric Dimensions; 2015a.
- F. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.
- G. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015 (Errata 2016).
- H. SSPC-Paint 15 - Steel Joist Shop Primer/Metal Building Primer; 1999 (Ed. 2004).
- I. SSPC-SP 2 - Hand Tool Cleaning; 1982 (Ed. 2004).

#### **1.3 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
  - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Welders' Certificates: Submit certification for welders employed on the project, verifying AWS qualification within the previous 12 months.

### **PART 2 PRODUCTS**

#### **2.1 MATERIALS - STEEL**

- A. Steel Sections: ASTM A36/A36M.
- B. Steel Tubing: ASTM A501/A501M hot-formed structural tubing.
- C. Plates: ASTM A283/A283M.
- D. Bolts, Nuts, and Washers: ASTM F3125/F3125M, Type 1, plain.
- E. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.
- F. Shop and Touch-Up Primer: SSPC-Paint 15, complying with VOC limitations of authorities having jurisdiction.

#### **2.2 FABRICATION**

- A. Fit and shop assemble items in largest practical sections, for delivery to site.
- B. Fabricate items with joints tightly fitted and secured.
- C. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.
- D. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

## **2.3 FINISHES - STEEL**

- A. Prime paint steel items.
  - 1. Prepare surfaces to be primed in accordance with SSPC-SP2.

## **2.4 FABRICATION TOLERANCES**

- A. Squareness: 1/8 inch (3 mm) maximum difference in diagonal measurements.
- B. Maximum Offset Between Faces: 1/16 inch (1.5 mm).
- C. Maximum Misalignment of Adjacent Members: 1/16 inch (1.5 mm).
- D. Maximum Bow: 1/8 inch (3 mm) in 48 inches (1.2 m).
- E. Maximum Deviation From Plane: 1/16 inch (1.5 mm) in 48 inches (1.2 m).

# **PART 3 EXECUTION**

## **3.1 EXAMINATION**

- A. Verify that field conditions are acceptable and are ready to receive work.

## **3.2 PREPARATION**

- A. Clean and strip primed steel items to bare metal where site welding is required.

## **3.3 INSTALLATION**

- A. Install items plumb and level, accurately fitted, free from distortion or defects.
- B. Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- C. Field weld components as indicated on drawings.
- D. Perform field welding in accordance with AWS D1.1/D1.1M.
- E. Obtain approval prior to site cutting or making adjustments not scheduled.
- F. After erection, prime welds, abrasions, and surfaces not shop primed.

**END OF SECTION**

## **ROOF RELATED ROUGH CARPENTRY**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SECTION INCLUDES**

- A. All plant, labor, materials, equipment, testing and services necessary to complete the work shown on the schedules, keynotes, drawings, as specified herein, and as may be required by conditions and including, but not limited to, the following:
  - 1. Related wood nailers, blocking, shims, and plywood.

#### **1.3 RELATED REQUIREMENTS**

- A. Section 075010 - Modifications to Existing Roofing.

#### **1.4 REFERENCE STANDARDS**

- A. APA PRP-108 - Performance Standards and Qualification Policy for Structural-Use Panels (Form E445); 2001.
- 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. ICC (IBC) - International Building Code; 2015.
- E. PS 1 - Structural Plywood; 2009.
- F. WCLIB (GR) - Standard Grading Rules for West Coast Lumber No. 17; 2004, and supplements.
- G. WWP A G-5 - Western Lumber Grading Rules; 2011.

#### **1.5 QUALITY ASSURANCE**

- A. Installer Qualifications:
  - 1. A firm (Installer) with at least 5 continuous years experience performing carpentry work comparable to that required for this project, employing personnel skilled in the work specified.
  - 2. The Installer shall directly employ the personnel performing the work of this section.
  - 3. The Installer shall have a full time supervisor on the roof when work is in progress. The Supervisor shall have a minimum of 5 years experience in work similar in nature and scope to this project, and speak fluent English.

#### **1.6 SUBMITTALS**

- A. Submit the following items far enough in advance to obtain approval prior to performing any work on site:
  - 1. Mill or Manufacturer data sheets to identify the source for each type of lumber and fastener.
  - 2. Do not submit trade association literature.

#### **1.7 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store materials dry at all times.
  - 1. Cover with tarps and protect against exposure to weather and contact with damp or wet surfaces.
- B. Support stacked products to prevent deformation and to allow air circulation.
- C. Do not overload the structure when storing material on the roof. Material stored on the roof shall be placed on 2 by 10 wooden planks, placed over 1-1/2 inch foam insulation, that is laid on a layer of 6 mil fire retardant polyethylene.

#### **1.8 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.
- B. Refer to Section 075010 - Modifications to Existing Roofing for Warranty requirements.

## 1.9

### PART 2 PRODUCTS

#### 2.1 MATERIALS

- A. Wood, including shims, nailers, blocking, furring and similar members, in the sizes indicated, worked into the shapes shown, and as follows:
  - 1. Lumber: Douglas Fir dimension lumber, free of large knots and other imperfections.
  - 2. Plywood: Exterior grade APA rated Type CDX underlayment plywood.
  - 3. Beveled Siding: Utility grade cedar, redwood, or synthetic siding, 1/2 inch by 6 inches and 3/4 inch by 10 inches wide, tapered to 1/8 inch thick.
  - 4. Fascia Boards: 5/4 inch clear white pine where painted. Douglas Fir dimension lumber where covered with metal or other materials
- B. Lumber: Comply with PS 20 and approved grading rules and inspection agencies.
  - 1. Acceptable Lumber Inspection Agencies: Any agency with rules approved by American Lumber Standards Committee.
  - 2. Material Quality: Obtain each type of material from a single source to ensure consistent quality, color, pattern, and texture.
  - 3. Pre-Work Conference: Attend the pre-roofing meeting to discuss how carpentry work will be performed and coordinated with other work.
- C. Lumber fabricated from old growth timber is not permitted.
- D. Metal including light gage metal channels and studs shall be factory formed of minimum 24 gauge cold, unless otherwise noted, formed galvanized steel.

#### 2.2 FASTENERS

- A. Hot dipped galvanized steel, stainless steel, or steel covered with a proprietary rust inhibiting coating.
- B. Use screws wherever possible, minimum size diameter #12. If nails are used they shall be annular ring shank type. Do not use dry wall screws to secure wood blocking assemblies.
- C. Hot dipped galvanized steel, stainless steel, or steel covered with a proprietary rust inhibiting coating.
- D. Metal and Finish: Hot-dipped galvanized steel per ASTM A153/A153M for high humidity and preservative-treated wood locations galvanized elsewhere.

#### 2.3 ACCESSORIES

- A. Batt Insulation: un-faced fiberglass insulation, minimum thickness 6 inches, R=30, as needed to fill the metal stud framing.
- B. Polyethylene: 6 mil thick fire retardant polyethylene sheeting.

### PART 3 EXECUTION

#### 3.1 INSTALLATION - GENERAL

- A. Coordinate carpentry work with the installation of the roofing system, insulation, flashings, and other similar items.
- B. Shim and set carpentry work plumb and true, except provide slope at the top surfaces of horizontal members as indicated.
- C. Stagger joints in built up assemblies at least 2 feet to obtain maximum strength. Provide the appropriate shapes needed and adjust wood members to suit existing conditions for full bearing and secure attachment. Discard defective material, and pieces which are too small, and fabricate the work with a minimum of joints and an optimum joint arrangement.
- D. Securely attach carpentry work to resist a pull of 275 pounds per lineal foot in any direction. Countersink all fasteners flush unless otherwise shown.
- E. Blocking used for the attachment of roof assembly and flashing shall be dry prior to roof or flashing is installed.



- F. Space fasteners to achieve adequate holding power, generally as follows:
  - 1. Anchor bolts embedded in concrete, drilled anchors into concrete or masonry, screws into a steel deck or structural steel member, or screws into wood framing: 12 inches on center.
  - 2. Nails into wood: 8 inches on center.
  - 3. Install two rows of fasteners on blocking wider than 5 inches.
- G. Fit carpentry work neatly scribed and cut to fit within 1/8 inch of adjoining materials. Position furring, nailers, blocking, shims and similar supports for the proper attachment of subsequent work.
- H. Fasten wood blocking assemblies to metal decks with #12 screws. Pre-drill holes as needed. .

### **3.2 CLEANING, PROTECTION AND WATERTIGHTNESS**

- A. Contractor shall inspect the interior and exterior of the building and grounds, and submit a written report with photos to document any leaks or damage, prior to performing any work.
- B. Provide any equipment, material and labor necessary to protect the site, the building, its contents and occupants, pedestrians, and surrounding landscaped and paved areas from damage due to the construction work or from inclement weather during construction.
- C. Do not perform work during inclement weather. Protect incomplete work and the building from damage by inclement weather which may occur unexpectedly. Make all work areas watertight at the end of each day's work.
- D. Frequently clean up all refuse, rubbish, scrap materials and debris so the work site presents a neat, orderly and workmanlike appearance.
- E. Carefully clean the roof to remove all residual debris when work is complete. After cleaning the roof, thoroughly clean all drain sumps, drain lines, leader heads and leaders. Do not allow debris to enter the drainage system.

### **3.3 WASTE DISPOSAL**

- A. Comply with the requirements of Section 01 7419 - Construction Waste Management and Disposal.
- B. Comply with applicable regulations.
- C. Do not burn scrap on project site.

**END OF SECTION**

## **MODIFICATIONS TO EXISTING ROOFING**

### **PART 1 GENERAL**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 SECTION INCLUDES**

- A. Portions of the existing roof is under warranty. Coordinate with Owner's representative for further information.
  - 1. Contractor must notify and be authorized by the manufacturer to perform all work as per the manufacturer's instruction.
  - 2. Refer to paragraph 1.12
- B. Modification to existing EPDM membrane roofing system.
- C. Modification to existing bituminous membrane roofing.
- D. Remove all existing membrane, insulation, flashings, curbs, cover boards, and vapor barrier as required to provide and install mechanical equipment, connection to existing roofing, curbs, and dunnage as shown on drawings.
- E. Cut new openings and install curbs.
- F. Disposal of removal and construction waste is the responsibility of General Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- G. Install new isocyanurate insulation, cover board, and flashings on all roof areas indicated or required.
- H. Clean all residual material from substrate surfaces and the flutes of any exposed steel deck - prior to installing new insulation and roofing. Install new insulation, roofing and flashings only on dry smooth surfaces.
- I. Roof top mechanical equipment work is specified else-where. Coordinate with the mechanical contractors to set new curbs and equipment, and make modifications to the existing curbs and equipment; then install new roof flashings as indicated.
- J. Maintain building watertight at all times.
- K. Install new support steel and decking; insulation to finish flush with existing the deck substrate, new insulation and roofing to make the building permanently watertight.
- L. Comply with the published recommendations and instructions of the roofing membrane manufacturer.
- M. Commencement of work by Contractor shall constitute acknowledgement by Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

#### **1.3 RELATED REQUIREMENTS**

- A. Section 06 1010 - Roof Related Rough Carpentry Wood nailers associated with roofing and roof insulation.

#### **1.4 DEFINITIONS**

- A. Roofing Terminology: Refer to ASTM D1079 for definition of terms related to roofing work not otherwise defined in the section.

#### **1.5 REFERENCE STANDARDS**

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

- B. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.
- C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2016.
- D. ASTM D3909/D3909M - Standard Specification for Asphalt Roll Roofing (Glass Felt) Surfaced with Mineral Granules; 2014.
- E. ASTM D2626/D2626M - Standard Specification for Asphalt-Saturated and Coated Organic Felt Base Sheet Used in Roofing; 2004 (Reapproved 2012).
- F. ASTM D1079 - Standard Terminology Relating to Roofing and Waterproofing; 2013.
- G. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2013.
- H. ASTM D6380/D6380M - Standard Specification for Asphalt Roll Roofing (Organic Felt); 2003 (Reapproved 2013).
- I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- J. FM 4470 - Single-Ply, Polymer-Modified Bitumen Sheet, Built-Up Roof (BUR) and Liquid Applied Roof Assemblies for use in Class 1 and Noncombustible Roof Deck Construction; 2012.

#### **1.6 ADMINISTRATIVE REQUIREMENTS**

- A. Pre-Installation Conference: Before start of roofing work, General Construction Contractor shall hold a meeting to discuss the proper installation of materials, status of the existing warranty and requirements to maintain the existing warranty and requirements to maintain the existing warranty.
  - 1. Require attendance with all parties directly influencing the quality of roofing work or affected by the performance of roofing work.
  - 2. Notify Owner's Representative well in advance of meeting.

#### **1.7 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data:
  - 1. Provide manufacturer's printed data sufficient to show that all components of roofing systems, including insulation and fasteners, comply with the specified requirements and with the roofing manufacturer's requirements and recommendations for the system type specified; include at least the following:
    - a. Technical data sheet for each roof membrane and fabric type.
    - b. Technical data sheets for splice tape and adhesives.
    - c. Technical data sheet for each insulation type.
    - d. Technical data sheet for each cover board type.
  - 2. Installation Instructions: Provide manufacturer's instructions to installer, marked up to show exactly how all components will be installed; where instructions allow installation options, clearly indicate which option will be used.
  - 3. Pre-Work Site and Building Inspection Report with photos to documents conditions before commencing work.
  - 4. Written certification from the manufacturer which states that the installer is acceptable or licensed to install the specified roofing; if not previously provided.
- C. Installer Qualifications: Letter from manufacturer attesting that the roofing installer meets the specified qualifications for all systems under warranty.

#### **1.8 CODE APPROVAL REQUIREMENTS**

- A. Install roofing and insulation system components to meet the following minimum requirements:
  - 1. New York State Uniform Fire Prevention and Building Code, which includes by reference the New York State Energy Conservation Code.

## **1.9 QUALITY ASSURANCE**

- A. Portions of Existing Roof is under warranty.
  - 1. Contractor must notify and be authorized by the manufacturer to perform all work as per the manufacturer's instruction.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum twenty (20) years of documented experience.
- C. Installer Qualifications: Roofing installer shall have the following:
  - 1. A firm (Installer) with not less than 5 continuous years experience performing EPDM and Built-up roofing work similar to that required for this project, employing personnel skilled in the specified work.
    - a. The Installer shall directly employ the personnel performing the work of this section.
    - b. The Installer shall have a full time supervisor/foreman on the roof when roofing work is in progress. The Supervisor shall have a minimum of 5 years experience in roofing work similar in nature and scope to this project, and speak fluent English.
    - c. The Installer shall be acceptable to or licensed by the Manufacturer of the primary roofing materials, and provide written certification from the Manufacturer to confirm this prior to award if requested.
- D. Material Quality: Obtain each product, including the insulation, cover board, EPDM roofing and flashing, and cements, primers and adhesives produced by a single Manufacturer, which has manufactured the same products in the United States of America for not less than 5 continuous years.
- E. Pre-Work Conference: Meet at the project site approximately one week prior to starting roof work, with the Owner's Representative and Architect and other representatives concerned about the work, to discuss the following:
  - 1. How the building will be kept watertight as old roofing is removed and the work progresses.
  - 2. How new roofing work will be coordinated with mechanical equipment work, replacement of deteriorated existing insulation and the installation of new insulation, cover board, flashings and other items to provide a watertight installation.
  - 3. Generally accepted industry practice, the Manufacturer's instructions for handling and installing his products, and project specific work requirements.
  - 4. The condition of the substrate (deck), curbs, penetrations and preparatory work needed by trades other than the roofer.
  - 5. Submittals, if any remain incomplete.
  - 6. The construction schedule, weather forecast for the work period, availability of materials, personnel, equipment and facilities needed to proceed and complete the work in an expeditious manner and on schedule.
  - 7. A schedule for Manufacturer and Owner's Representative inspections.

## **1.10 JOB CONDITIONS (CAUTIONS & WARNINGS)**

- A. Splice cleaner, primer, cements and bonding adhesives are flammable. Do not breathe vapors or use near fire or flame or in a confined or unventilated area. Dispense only from a UL listed or approved safety can.
- B. Remove empty adhesive and solvent containers and contaminated rags from the roof and legally dispose of them daily.
- C. Do not apply adhesives adjacent to open ventilation system louvers, or windows. Temporarily cover the louvers and windows with 6 mil fire retardant polyethylene and prevent adhesive odors from entering the building. Remove temporary covers at the end of each days work.

## **1.11 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver material to the site in the Manufacturer's original and unopened packaging, bearing labels which identify the type and names of the products and Manufacturers, with the labels intact and legible.

- B. Store all materials in accordance to manufacturer's instructions.
- C. Immediately remove any insulation which gets wet from the job site.
- D. Do not overload the structure when storing materials on the roof.
- E. Store and install all material within the Manufacturer's recommended temperature range.

#### 1.12 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Existing Roof System Under Warranty
  - 1. Portions of the existing roofing system is under warranty and the General Construction Contractor or their subcontractor must notify and be authorized by the manufacturer to perform all work as per the manufacturer's instruction.
    - a. Guarantee/Warranty coverage shall remain in effect for gust wind speeds up to 72 miles per hour, measured at ground level at the site.
    - b. Manufacture's Warranty: Certification from manufacturer that the existing warranty covering membrane, roof insulation, and other indicated components of the system, shall remain the new and existing terms of the original warranty.
  - 2. Comply with all warranty procedures required by manufacturer, including notifications  
Manufacture's Warranty: Certification from manufacturer that the existing warranty covering membrane, roof insulation, and other indicated components of the system, shall remain the new and existing terms of the original warranty, scheduling, and inspections:
  - 3. Manufacture's Warranty: Certification from manufacturer that the existing warranty covering membrane, roof insulation, and other indicated components of the system, shall remain the new and existing terms of the original warranty Contractors warranty.
  - 4. Manufacturer's and Contractor's Guarantees/Warranties shall be issued no more than 30 days before the satisfactory completion of punch list work.
- C. Manufacturer's and Contractor's Guarantees/Warranties shall be issued no more than 30 days before the satisfactory completion of punch list work.

### PART 2 PRODUCTS

#### 2.1 GENERAL

- A. Acceptable Manufacturer - Roofing System: Match existing manufacturers roofing system.
- B. Substitutions: See Section 01 2500 - Substitution Procedures

#### 2.2 EPDM ROOFING

- A. Unreinforced 60 mils thick, fire retardant, EPDM (Ethylene Propylene Diene Monomer) sheet membrane conforming to the following minimum physical properties.

1. PROPERTY	TEST METHOD	SPECIFICATION
2. Color- Gray/Black		
3. Elongation	ASTM D-412	300% min
4. Tear Strength	ASTM D-624	150 lb/in min
5. Ozone Resistance	ASTM D-1149	No cracks, 7 days/100 pphm/100°F/50% strain
6. Heat Aging	ASTM D-573	1200 psi min@ 200% elongation/4 wks/240°F
7. Brittleness Temperature	ASTM D-746	-49°F
8. Water Vapor Permanence	ASTM E-96	2.0 perm max
9. Thickness	ASTM D-412	60 mils plus/minus 6 mils
10. Fire Retardant		UL Class A
- B. Related Materials:

1. Cleaners, adhesives, sealants, caulking and fasteners furnished by the EPDM system Manufacturer. Use low VOC adhesives and cleaners to comply with regulations in effect at the time of application.
  - a. Stripping: 90 mil thick 5 inch and 9 inch wide self adhering flashing, consisting of 45 mils of semi-cured EPDM factory laminated to 45 mils of cured seaming tape.
  - b. Bonding Adhesive: High strength contact adhesive.
  - c. Splice Adhesive: High strength synthetic polymer based contact cement formulated specifically to splice EPDM sheets.
  - d. Lap Sealant: EPDM rubber based gun grade sealant.
  - e. Water Block Seal: One component low viscosity butyl rubber sealant.
  - f. Pre-Molded Pipe Flashing: Pressure sensitive prefabricated flashings with pre-applied adhesive.
  - g. Pourable Sealer: Two component, solvent free polyurethane based sealant.
  - h. Reinforced Perimeter Fastening Strips: .030 inch thick reinforced cured EPDM.
  - i. Seam Tape Primer: Synthetic rubber polymer based primer designed to clean and prime seam tape splice areas prior to installing the tape.
  - j. Seam Splice Tape: Nominal 30 mil thick cured polymer self adhesive tape with release paper carrier, 6 inches wide.
  - k. Plates and Bars: Galvanized and corrosion resistant specialty products.
  - l. Fasteners: #14 Fluorocarbon polymer coated heavy duty screws.
- C. Gypsum Cover Board: 1/4 inch thick fire resistant gypsum board decking with inorganic glass mat facers and a water resistant core, formulated in 48 x 48 inch square edge boards, UL Class A, meeting ASTM C-1177, manufactured under the trade name Dens-Deck Prime

## **2.3 INSULATION:**

- A. Isocyanurate – Tapered rigid cellular polyisocyanurate boards with fibrous felt/fiberglass mat facers, sloping 1/8 inch per foot, (match existing) minimum starting thickness 1-1/2 inches, minimum compressive strength 20 psi, meeting ASTM C1289-01, Type II, Class I, Grade 2.
  1. Tapered insulation sloping 1/4 inch per foot, minimum starting thickness as shown on the roof plan.
  2. Crickets sloping 1/4 inch per foot.
  3. At repairs to existing building match thickness of existing insulation.
  4. Product: Firestone "ISO 95+ Isocyanurate Insulation" or approved equal.

## **PART 3 INSTALLATION**

### **3.1 GENERAL**

- A. Construct the new roofing system in a watertight, workmanlike manner, meeting the guarantee requirements specified herein; in strict accordance with the drawings and in conformance with the Manufacturer's requirements, except as enhanced in this specification.
- B. Clean the surface on which roofing system components will be applied, of all laitance, dirt, oil, grease or other foreign matter which would in any way affect the quality of the installation.
- C. Install roof system components on dry surfaces only. Do not install any items when weather conditions and outside temperatures are not suitable in accordance with the Manufacturer's recommendations.
- D. Complete all work in sequence as quickly as possible so that as small an area as practicable is in the process of construction at any one time. Complete the entire area of work begun each day, the same day, and make all exposed edges watertight at the end of each day's work.

### **3.2 SUBSTRATE INSPECTION**

- A. Remove portions of existing roofing, insulation, and flashings, and carefully check the existing deck and new roof substrate. To be an acceptable surface for the new roofing system, the deck and substrate shall be well secured to the underlying structure, dry and not otherwise deteriorated.

- B. Immediately notify the Owner's Representative in writing if defects in the substrate are discovered.
- C. Maintain the building watertight in the interim, but do not install new insulation or roofing until substrate defects have been corrected.

### **3.3 NEW TO EXISTING INTERFACE**

- A. Remove and replace portions of existing roofing at the construction interface between new construction and existing roof areas.
  - 1. Install new isocyanurate insulation, mechanically fastened, to match existing insulation thickness and to maintain the slope of the existing insulation.
  - 2. Install 60 mil. fully adhered EPDM membrane to lap a minimum of 12 inches onto existing EPDM membrane.

### **3.4 PREPARATION**

- A. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- B. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- C. Fill all surface voids in the immediate substrate that are greater than 1/4 inch (6 mm) wide with fill material acceptable insulation to membrane manufacturer.
- D. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.

### **3.5 INSULATION AND COVER BOARD INSTALLATION**

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch (6 mm). Fill gaps greater than 1/4 inch (6 mm) with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch (6 mm).
- C. Mechanical Fastening: Using specified fasteners and insulation plates engage fasteners through insulation into deck to depth and in pattern required by membrane manufacturer.

### **3.6 SINGLE-PLY MEMBRANE INSTALLATION**

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Fully adhere EPDM to the substrate with bonding adhesive, .
  - 1. Allow contact bonding adhesive to dry to the touch EPDM before joining the PVC to the substrate. Roll the EPDM onto the bonding adhesive and immediately rub it vigorously with a soft bristle broom to ensure complete adhesion.
  - 2. Do not punch holes in cans of adhesive and use them in a "Better Spreader" without first opening the cans to mix them.
  - 3. Replace used roller covers each day; discard covers after each days use.
  - 4. Allow bonding adhesive to dry to the touch before joining the EPDM to the substrate.
  - 5. Allow bonding adhesive to dry to the touch before joining the EPDM to the substrate.
- F. Roofing installed over improperly applied adhesive or with adhesive that wasn't stirred, and roofing installed with blisters, ridges, mole runs and similar deficiencies shall be removed and replaced at the Contractor's expense

- G. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.
- H. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches (1:6 ) using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.

### **3.7 FLASHING AND ACCESSORIES INSTALLATION**

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
  - 1. Follow roofing manufacturer's instructions.
  - 2. Remove protective plastic surface film immediately before installation.
  - 3. Install water block sealant under the membrane anchorage leg.
  - 4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
  - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
- C. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing high above membrane surface or as shown on drawings.
  - 1. Use the longest practical flashing pieces.
  - 2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
  - 3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
  - 4. Provide termination directly to the vertical substrate as shown on roof drawings.
- D. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
  - 1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.

### **3.8 FINISHING AND WALKWAY INSTALLATION**

- A. Install walkways at access points to the roof, around rooftop equipment that may require maintenance, and where indicated on the drawings.
  - 1. Use concrete pavers where indicated and detailed.
- B. Walkway Pads: Adhere to the roofing membrane, spacing each pad at minimum of 1.0 inch (25 mm) and maximum of 3.0 inches (75 mm) from each other to allow for drainage.
  - 1. If installation of walkway pads over field fabricated splices or within 6 inches (150 mm) of a splice edge cannot be avoided, adhere another layer of flashing over the splice and extending beyond the walkway pad a minimum of 6 inches (150 mm) on either side.
  - 2. Prime the membrane, remove the release paper on the pad, press in place, and walk on pad to ensure proper adhesion.

### **3.9 FIELD QUALITY CONTROL**

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.



### **3.10 CLEANING**

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

### **3.11 PROTECTION**

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

**END OF SECTION**

## **SECTION 07 8400**

### **FIRESTOPPING**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Firestopping systems.
- B. Firestopping of all joints and penetrations in fire resistance rated and smoke resistant assemblies, whether indicated on drawings or not, and other openings indicated.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 01 7000 - Execution and Closeout Requirements: Cutting and patching.

##### **1.03 REFERENCE STANDARDS**

- A. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2015.
- B. ASTM E814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops; 2013a.
- C. ITS (DIR) - Directory of Listed Products; current edition.
- D. FM 4991 - Approval Standard for Firestop Contractors; 2013.
- E. FM (AG) - FM Approval Guide; current edition.
- F. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.
- G. UL 1479 - Standard for Fire Tests of Penetration Firestops; Current Edition, Including All Revisions.
- H. UL (FRD) - Fire Resistance Directory; current edition.

##### **1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Schedule of Firestopping: List each type of penetration, fire rating of the penetrated assembly, and firestopping test or design number.
- C. Product Data: Provide data on product characteristics, performance ratings, and limitations.
- D. Sustainable Design Submittal: Submit VOC content documentation for all non-preformed materials.

##### **1.05 QUALITY ASSURANCE**

- A. Fire Testing: Provide firestopping assemblies of designs that provide the scheduled fire ratings when tested in accordance with methods indicated.
  - 1. Listing in UL (FRD), FM (AG), or ITS (DIR) will be considered as constituting an acceptable test report.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section and:
  - 1. Verification of minimum three years documented experience installing work of this type.

##### **1.06 MOCK-UP**

- A. Install one firestopping assembly representative of each fire rating design required on project.
  - 1. Where one design may be used for different penetrating items or in different wall constructions, install one assembly for each different combination.
- B. If accepted, mock-up will represent minimum standard for the Work.
- C. If accepted, mock-up may remain as part of the Work. Remove and replace mock-ups not accepted.

##### **1.07 FIELD CONDITIONS**

- A. Comply with firestopping manufacturer's recommendations for temperature and conditions during and after installation. Maintain minimum temperature before, during, and for 3 days after installation of materials.
- B. Provide ventilation in areas where solvent-cured materials are being installed.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Volatile Organic Compound (VOC) Content: Provide products having VOC content lower than that required by SCAQMD 1168.
- B. Primers, Sleeves, Forms, Insulation, Packing, Stuffing, and Accessories: Provide type of materials as required for tested firestopping assembly.
- C. Fire Ratings: Refer to drawings for required systems and ratings.

### **2.02 FIRESTOPPING ASSEMBLY REQUIREMENTS**

### **2.03 FIRESTOPPING SYSTEMS**

- A. Firestopping: Any material meeting requirements.
  - 1. Fire Ratings: Use any system that is listed by FM (AG), ITS (DIR), or UL (FRD) and tested in accordance with ASTM E814, ASTM E119, or UL 1479 with F Rating equal to fire rating of penetrated assembly and minimum T Rating Equal to F Rating and in compliance with other specified requirements.
- B. Firestopping: Caulk or putty
  - 1. Fire ratings: Use any system listed by UL or tested in accordance with ASTM E814 that has F Rating equal to fire rating of penetrated assembly and minimum T rating of 1 hour and that meets all other specified requirements;
    - a. Prevent flame pass through.
    - b. Restrict temperature to not exceed 325 degrees F over ambient on side of assembly opposite flames.
    - c. Provide a positive smoke seal.
    - d. Withstand hose stream test.
    - e. Firestopping materials must be asbestos free, emit not toxic or combustible fumes and be capable of maintaining an effective barrier against flame, smoke, gas, and water in compliance with the requirements of this section.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify openings are ready to receive the work of this section.

### **3.02 PREPARATION**

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter that could adversely affect bond of firestopping material.
- B. Remove incompatible materials that could adversely affect bond.

### **3.03 INSTALLATION**

- A. Install materials in manner described in fire test report and in accordance with manufacturer's instructions, completely closing openings.
- B. Do not cover installed firestopping until inspected by authorities having jurisdiction.

### **3.04 CLEANING**

- A. Clean adjacent surfaces of firestopping materials.

### **3.05 PROTECTION**

- A. Protect adjacent surfaces from damage by material installation.

**END OF SECTION**

**SECTION 07 9200**  
**JOINT SEALANTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.

**1.03 REFERENCE STANDARDS**

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015.
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- D. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2013.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
  - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
  - 2. List of backing materials approved for use with the specific product.
  - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
  - 5. Substrates for which use of primer is required.
- C. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- D. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

**1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.
- C. Field Quality Control Plan:
  - 1. Visual inspection of entire length of sealant joints.
  - 2. Field testing agency's qualifications.
  - 3. Field Quality Control Log Form: Show same data fields as on Preinstallation Field Adhesion Test Log, with known information filled out and lines for multiple tests per sealant/substrate combinations; include visual inspection and specified field testing; allow for possibility that more tests than minimum specified may be necessary.
- D. Non-Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Nondestructive Spot Method.
  - 1. Record results on Field Quality Control Log.

2. Repair failed portions of joints.

## **1.06 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 PRODUCTS**

### **2.01 JOINT SEALANT APPLICATIONS**

- A. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
  1. Floor Joints in Wet Areas: Non-sag polyurethane "non-traffic-grade" sealant suitable for continuous liquid immersion.
  2. Other Floor Joints: Self-leveling polyurethane "traffic-grade" sealant.

### **2.02 JOINT SEALANTS - GENERAL**

- A. Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as indicated in Section 01 6116.

### **2.03 NONSAG JOINT SEALANTS**

- A. Silicone Sealant: ASTM C920, Uses S and T; single-component, explicitly approved by manufacturer for traffic exposure when recessed below traffic surface; not expected to withstand continuous water immersion.
  1. Movement Capability: Plus 100 percent and minus 50 percent, minimum.
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
  1. Movement Capability: Plus and minus \_\_\_\_ percent, minimum.
- C. Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface.
  1. Movement Capability: Plus and minus 35 percent, minimum.

### **2.04 SELF-LEVELING SEALANTS**

- A. Self-Leveling Silicone Sealant: ASTM C920, Grade P, Uses M and A; single or multicomponent, explicitly approved by manufacturer for traffic exposure when recessed below traffic surface; not expected to withstand continuous water immersion.
  1. Movement Capability: Plus 100 percent, minus 50 percent, minimum.
- B. Self-Leveling Polyurethane Sealant for Horizontal Expansion Joints: ASTM C920, Grade P, Uses T, M and O; multi-component; explicitly approved by manufacturer for horizontal expansion joints.
  1. Movement Capability: Plus and minus 25 percent, minimum.
  2. Hardness Range: 30 to 35, Shore A, when tested in accordance with ASTM C661.

### **2.05 ACCESSORIES**

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that joints are ready to receive work.

- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

### **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. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

### **3.04 FIELD QUALITY CONTROL**

- A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

**END OF SECTION**

**SECTION 09 9123**  
**INTERIOR PAINTING**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes surface preparation and the application of paint systems on the following interior substrates:
  - 1. Concrete masonry units (CMU)
  - 2. Steel
  - 3. Roof Decking
  - 4. Ductwork

**1.3 SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Paint Swatches / Color Samples.

**1.4 QUALITY ASSURANCE**

- A. MPI Standards:
  - 1. Products: Complying with MPI standards where indicated and listed in "MPI Approved Products List."
  - 2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

**1.5 DELIVERY, STORAGE, AND HANDLING**

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

**1.6 PROJECT CONDITIONS**

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg. F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg. F above the dew point; or to damp or wet surfaces.

**1.7 EXTRA MATERIALS**

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
  - 1. Quantity: Furnish an additional 5 percent, but not less than 1 gal. of each material and color applied.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Sherwin Williams
  - 2. PPG Architectural Finishes, Inc.
  - 3. Benjamin Moore

## **2.2 PAINT, GENERAL**

- A. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. Colors: Indicated in the construction drawings.

## **2.3 PRIMERS/SEALERS**

- A. Interior Latex Primer/Sealer: Speed Hide Interior Latex Quick Drying Sealer 6-2.(MPI# 50).
  - 1. VOC Content: E Range of E2.
  - 2. Environmental Performance Rating: EPR 2.
- B. Alkali Resistant Primer: Perma-crete .4-603 (MPI# 3)

## **2.4 METAL PRIMERS**

- A. Interior Latex Primer (Water Based): Pitt Tech In/Ex DTM Primer/Finish 90-712.
  - 1. VOC Content: E Range of E2

## **2.5 LATEX PAINT**

- A. Low-Odor/VOC Latex (Eggshell): Pure Performance Interior Eggshell Finish 9-310.
  - 1. VOC Content: E Range of E3.
  - 2. Environmental Performance Rating: EPR 4.5.
- B. Low-Odor/VOC Latex (Semi gloss): Pure Performance Interior Semi Gloss Finish 9-510.
  - 1. VOC Content: E Range of E3.
  - 2. Environmental Performance Rating: EPR 3

## **2.6 ACRYLIC PAINT**

- A. Interior/Exterior Semi Gloss DTM Enamel: 90-1210 (MPI# 163)
  - 1. VOC Content: E Range of E2.

# **PART 3 - EXECUTION**

## **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Masonry (Clay and CMU): 12 percent.
  - 2. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.



### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
  - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- F. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:
  - 1. Mechanical Work:
    - a. Uninsulated metal piping.
    - b. Uninsulated plastic piping.
    - c. Pipe hangers and supports.
    - d. Tanks that do not have factory-applied final finishes.

- e. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
- f. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
- 2. Electrical Work:
  - a. Panelboards in occupied areas.
  - b. Electrical equipment that is indicated to have a factory-primed finish for field painting.

### **3.4 FIELD QUALITY CONTROL**

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:
  - 1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
  - 2. Testing agency will perform tests for compliance with product requirements.
  - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

### **3.5 CLEANING AND PROTECTION**

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### **3.6 INTERIOR PAINTING SCHEDULE**

- A. Concrete Substrates, Nontraffic Surfaces:
  - 1. Low-Odor/VOC Latex System:
    - a. Primer: Loxon Concrete and Masonry Primer
    - b. 1st Coat: ProMar 200 Zero VOC semi-gloss
    - c. 2nd Coat: ProMar 200 Zero VOC semi-gloss
- B. CMU Substrates:
  - 1. Low-Odor/VOC Latex System:
    - a. Primer: PrepRite Block Filler
    - b. 1st Coat: ProMar 200 Zero VOC semi-gloss
    - c. 2nd Coat: ProMar 200 Zero VOC semi-gloss
- C. Steel Substrates:
  - 1. Low-Odor/VOC Latex System:
    - a. Primer: DTM Primer/Finish
    - b. 1st Coat: DTM Acrylic semi-gloss

- c. 2nd Coat: DTM Acrylic semi-gloss

Note: Gas piping to receive 2 coats of primer and two topcoats (yellow) interior and exterior.

D. Roof Deck:

1. Low-Odor/VOC Latex System:

a. Enamel Eggshell Latex.

Primer: ProMar 200 Zero Primer

1st Coat: ProMar 200 Zero VOC eggshell

2nd Coat: ProMar 200 Zero VOC eggshell

b. Semigloss Acrylic Latex:

Primer: ProMar 200 Zero Primer

1st Coat: ProMar 200 Zero VOC semi-gloss

2nd Coat: ProMar 200 Zero VOC semi-gloss

**END OF SECTION**

**SECTION 23 0000**  
**GENERAL PROVISIONS - MECHANICAL**

**PART 1 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. The work to be completed under this division of the specifications shall include the furnishing of all supplies, equipment, labor, supervision and all materials not specifically mentioned, ready for use, in accordance with all applicable codes and authorities having jurisdiction, including heating, ventilation, air conditioning, plumbing, sprinkler equipment, associated items and Automatic Temperature Control components. It is the intention of these specifications and drawings to indicate finished work that is tested and ready for operation including but not limited to:
  - 1. Removals.
  - 2. Cutting and Patching
  - 3. Piping.
  - 4. Drainage from noted equipment to floor drains, roof, sink, or funnel drains.
  - 5. Piping connections to equipment.
  - 6. Vibration isolation elements for piping and equipment.
  - 7. Equipment isolation bases.
  - 8. Seismic restraints for isolated and non-isolated ductwork, VAV boxes, and equipment
  - 9. Testing.
- B. The data indicated in these drawings and specifications are as exact as could be secured but their absolute accuracy is not guaranteed. Do not scale drawings. Exact locations, distances, levels and other conditions will be governed by the building. Use the drawings and specifications or guidance and secure the engineer's approval of changes in locations.
- C. Construction methods and good installation practice.
  - 1. The contractor shall visit the site and become thoroughly familiar with all existing conditions under which the work and work of other trades will be installed. This contract includes all necessary offsets, transitions, modifications and relocation required to install all new equipment in new or existing spaces. Contractor shall include any modifications required in existing ductwork and/or equipment for installation of new HVAC equipment and new equipment of other trades. All new and existing equipment and systems shall be fully operational under this contract before the project is considered complete.
  - 2. The contractor shall be held responsible for any assumptions that are made, any omissions or errors made as a result of failure to visit the site and become thoroughly familiar with the existing conditions and the contract documents of all trades.

**1.03 DEFINITIONS**

- A. Refer to Section 01 4216 -Definitions.

**1.04 CODES, REGULATIONS AND STANDARDS**

- A. Refer to Section 01 4100 -Regulatory Requirements for additional requirements
- B. Published specifications, standards tests, or recommended methods of trade, industry or governmental organizations apply to work in all Sections as noted below:
  - 1. ASHRAE -American Society of heating, Refrigerating and Air Conditioning engineers.
  - 2. AABC -Associated Air Balance Controls.
  - 3. AMCA -Air Moving and Conditioning Association.
  - 4. ADC -Air Diffuser Council.
  - 5. NEMA -National Electrical Manufacturers' Association.
  - 6. ANSI -American National Standards Institute.

7. ASME -American Society of Mechanical Engineers.
8. ASTM -American Society for Testing and Materials.
9. EPA -Environmental Protection Agency
10. NFPA -National Fire Protection Association.
11. NFPA 101 -Life Safety Code
12. NFPA 70 -National Electrical Code
13. NFPA 72 -National Fire Alarm Code
14. ARI -Air-Conditioning and Refrigeration Institute.
15. UL -Underwriters' Laboratories, Inc.
16. OSHA -Occupational Safety and Health Administration Regulations
17. All New York State and local codes

#### **1.05 PERMITS, FEES AND INSPECTIONS**

- A. The contractor shall give all necessary notices, obtain all permits, and pay for all government, state sales taxes and applicable fees. The contractor shall file all drawings, complete all documents and obtain all necessary approvals from the proper authorities or agency having jurisdiction. Obtain all required certificates of inspection covering work. The contractor shall see that all required inspections and tests are made and shall cooperate to make these tests as thorough and as readily made as possible.

#### **1.06 MATERIALS AND WORKMANSHIP**

- A. Refer to Section 01 4000 -Quality Requirements for additional requirements.
- B. All materials and apparatus required for the work, except as otherwise specified, shall be new and of first-class quality. It shall be furnished, delivered, erected, connected, finished in every detail and so selected and arranged as to fit properly into the building spaces. Where no specific kind or quality material is given, a first-class standard article as accepted by the engineer shall be furnished.
- C. All equipment and materials shall be specification grade and bear the underwriter's label. No substitute or alternate equipment, material, etc. Will be considered for this project.
- D. All work shall be of a quality consistent with good trade practice and shall be installed in a neat, workmanlike manner. The engineer/owner reserves the right to reject any work which, in his opinion, has been installed in a substandard, dangerous or in an unserviceable manner. The contractor shall replace rejected work in a satisfactory manner at no extra cost to the owner.

#### **1.07 GUARANTEE AND SERVICE**

- A. The contractor shall. Guarantee all workmanship and materials for a period of two year from the date of acceptance of the installation. In addition, the contractor shall Provide, free of charge, one year 's maintenance guarantee on maintained service and adjustment of all equipment in this contract.

#### **1.08 RECORD DRAWINGS**

- A. Refer to Section 01 7800 -Closeout Submittals for additional requirements.
- B. Maintain, at the job site, a set of drawings indicating all changes in location of the equipment, devices, etc. From the original layout. Clearly mark in red all changes on the drawings. At the completion of the project the contractor shall turn over the record drawings to the engineer/owner.

#### **1.09 COORDINATION**

- A. All work shall be carried out in conjunction with other trades and full cooperation shall be given in order that all work may proceed with a minimum of delay and interference.

#### **1.10 SHOP DRAWING**

- A. Refer to Section 01 3000 -Administrative Requirements for additional requirements.
  1. Prior to delivery to the work area, but well in advance of requirements necessary to allow engineer ample time for review, contractor shall submit for approval, in PDF format of each shop drawing. Indicate on each submission:
    - a. Location
    - b. Architect/Engineers names
    - c. Item identification/description

- d. Approval stamp of prime contractor
- e. All shop drawings and coordination drawings shall include locations and sizes of existing equipment along with new work. Drawings shall indicate locations of hangers, supports, expansion joints, guides, anchors and anchor loads. Submit shop drawings for the following
  - 1) Piping.
  - 2) Pipe insulation.
  - 3) Duct insulation.
  - 4) Valves
  - 5) Ductwork layout, coordination drawings, sheet metal standards and details
  - 6) Air outlets (exhaust grilles)
  - 7) Air and piping balancing reports
  - 8) Heating element covers
  - 9) Fans
  - 10) Dielectric fittings.
  - 11) Through-penetration firestop assemblies.
  - 12) Design Calculations: Signed and sealed by a qualified professional engineer,
  - 13) licensed in the state where the work is being performed for selecting seismic
  - 14) restraints
  - 15) Testing.
  - 16) Controls

#### **1.11 OPERATING INSTRUCTIONS**

- A. Refer to Section 01 7800 -Closeout Submittals for submittal and additional requirements.
- B. The contractor shall furnish to the Owner and engineer instructions for operating and maintaining all systems and equipment.
  - 1. Manufacturer's advertising literature or catalogs will not be acceptable for operating and maintenance instructions
- C. The contractor, in the above-mentioned instructions, shall include the maintenance schedule for the principal items of equipment furnished under this division.
- D. An authorized manufacturer's representative shall attest in writing that his equipment has been properly installed prior to startup. These letters will be bound into operating and maintenance books.

#### **1.12 MANUFACTURER'S INSTRUCTION**

- A. Install all equipment in accordance with manufacturer's instructions or requirements for proper operation and maintenance.

#### **1.13 CUTTING, PATCHING, REPAIRING AND PAINTING**

- A. Refer to Section 01 7000 Execution for additional requirements.
- B. The general contractor shall perform all cutting, patching, repairing and painting for all electrical items and equipment called for under this contract.

#### **1.14 TEMPORARY FACILITIES AND CONTROLS**

- A. Refer to Section 01 5000 -Temporary Facilities and Controls for additional requirements.

#### **1.15 DRAWING AND INTENT**

- A. Drawings are intended as working drawings for general layout of the various items of equipment. However Layout of accessories, specialties, equipment and piping systems are diagrammatic unless specifically dimensioned, and do not necessarily indicate every required valve, fittings, elbow, pipe, transitions, trap, junction or pull box, offsets or similar items required for the installation to be complete.

#### **1.16 CONTINUITY OF EXISTING SYSTEM;**

- A. Maintain continuity of the existing vent, waste, soil, hot and cold water systems to the areas not affected by the alteration.

### **1.17 INTERRUPTION OF SERVICE**

- A. Contractor shall request shut down of service for all mechanical and electrical systems.
- B. Contractor shall coordinate with Owner's Representative. All shut downs shall be scheduled by the Owner's Representative.

### **1.18 MEASUREMENTS**

- A. All measurements taken at the building shall take precedence over scale dimensions. Every part of the plans shall be fitted to the actual conditions at the building. If there is a conflict with the scale dimensions. Contact architect and/or engineer for direction/clarification.

### **1.19 PROTECTION OF EQUIPMENT MATERIALS AND FIXTURES**

- A. Close pipe openings with caps or plugs during installation. Tightly cover and protect fixtures and equipment against dirt, water and chemical or mechanical injury. At completion of all work, fixtures, exposed materials and equipment shall be thoroughly cleaned.

### **1.20 SCAFFOLDING, RIGGING AND HOISTING:**

- A. Unless otherwise specified, contractor shall furnish all scaffolding, rigging, hoisting, and services necessary for the erection and delivery into the premises of any equipment and apparatus furnished. This will apply to any equipment that is being removed from the premises.

### **1.21 HOUSEKEEPING**

- A. This contractor shall be responsible for keeping stock of materials and equipment stored on premises in a tidy and orderly manner and, at all times, keep the premises free from accumulation of waste material or rubbish caused by their employees at work. He shall remove his rubbish and surplus materials from the job site and shall have the premises and their work in a clean and well maintained condition.

### **1.22 QUIET OPERATION**

- A. All work shall operate under all conditions of load without any sound or vibration which is offensive in the opinion of the engineer. In the case of the moving machinery, sound or vibration noticeable outside of room in which it is installed, or annoying inside given room, will be considered unacceptable by the engineer and shall be remedied in approved manner by the contractor at their own expense.

### **1.23 ACCESSIBILITY**

- A. Place valves, unions, drains, and items requiring maintenance, adjustment, or repair, in accessible locations. Coordinate final location of access panels with architect.

### **1.24 OWNER'S INSTRUCTIONS AND SYSTEM OPERATION**

- A. Refer to Section 01 7900 - Demonstration and Training

### **1.25 AT THE TIME OF THE JOB'S ACCEPTANCE BY THE OWNER, CONTRACTOR SHALL FURNISH ONE COMPLETE SET OF APPROVED CERTIFIED DRAWINGS TO THE OWNER. IN ADDITION THE CONTRACTOR SHALL FURNISH MAINTENANCE AND OPERATING INSTRUCTIONS FOR ALL EQUIPMENT. THE INSTRUCTIONS SHALL BE WRITTEN IN LAYMAN'S TERMS AND SHALL BE INSERTED IN VINYL-COVERED THREE RING BINDER. THE INFORMATION IN THE BINDER SHALL BE FIRST SENT TO AND APPROVED BY THE ARCHITECT/ENGINEER BEFORE TURNING OVER TO THE OWNER.**

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. All materials and equipment provided under this section shall be new, first grade, best of their respective kinds and in no way shall they be less than the quality and intent set forth under this section. They shall meet the requirements of all standards set up to govern the manufacturer of HVAC materials and comply with all applicable codes and standards.

## **PART 3 - EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing conditions are acceptable prior to starting installations.

- B. Preinstallation Testing: Test substrate for existing fire alarms system prior to modifications.

### **3.02 PREPARATION**

- A. Protection of In-Place Conditions: Prior to removals and during new work protect existing, floor, walls, ceilings, equipment and furnishings.
- B. Removal: Removing existing equipment, ductwork, devices, wiring as required to install new work.
- C. Measure indicated mounting heights to bottom of unit, devices, registers, etc. for suspended items and to center of unit for wall-mounting items.
- D. Headroom Maintenance: If mounting heights or other location criteria are not indicated, arrange and install components and equipment to provide maximum possible headroom consistent with these requirements.

### **3.03 INSTALLATION GENERAL**

- A. Equipment: Install to facilitate service, maintenance, and repair or replacement of components of equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- B. Right of Way: Give to piping systems installed at a required slope.
- C. All work, materials and manner of installing same shall be in strict accordance with the latest code.
- D. Unless otherwise indicated all wiring exposed in finished and occupied areas shall be wire mold (2000 series or equal). Conduit shall be installed within new stud partitions, mechanical room, above ceilings in rigid galvanized steel conduit (RGS) shall be used for wiring in the following locations:
  - 1. Exposed to moisture or mechanical damage.
- E. Electrical metallic tubing (EMT) shall be used for concealed and exposed wiring in dry locations as follows:
  - 1. Interior receptacle and power branch circuit wiring
- F. All conduit shall be installed in parallel and perpendicular to the building lines. All conduit shall be supported using cadmium plated conduit straps and hangers. Separate conduit systems shall be installed for normal, and low voltage power.
- G. Mechanical equipment shall be isolated from the building structure by means of noise and vibration isolators as scheduled on the drawings or within these specifications.
- H. No rigid connections between equipment and building structure shall be made that degrades the noise and vibration isolation systems herein specified.
- I. Electrical circuit connections to isolated equipment shall be looped to allow free motion of isolated equipment.
- J. The contractor shall not install any equipment, piping or conduit which makes rigid contact with the "building" unless permitted in this Specification. Building includes, but is not limited to, slabs, beams, columns, studs and walls.
- K. Isolation mounting deflection shall be minimum as specified or scheduled on drawings.
- L. Coordinate work with other trades to avoid rigid contact with the building. Inform other trades following work, such as plastering or electrical, to avoid any contact which would reduce the vibration isolation.

### **3.04 DUCT INSTALLATION**

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

### **3.05 PIPING INSTALLATIONS**

- A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicate piping locations and arrangements if such were used to size pipe and calculate friction loss,



expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

- B. Install piping in concealed locations, unless otherwise indicated and except in equipment rooms and service areas.

### **3.06 EXHAUST FAN INSTALLATION**

- A. Inspection
  - 1. Inspect equipment space locations before beginning installation. Verify that the space is correct for entry and access. Do not proceed with installation of the equipment until unsatisfactory conditions have been corrected.
- B. Installation
  - 1. Comply with manufacturer's instructions and recommendations for installation of equipment, accessories and components.
  - 2. All heating, ventilating and air conditioning equipment shall be carefully designed, constructed and installed so as to prevent any objectionable noise or vibration reaching any part of the building outside of the mechanical equipment room. Care shall also be taken to prevent transmission of noise or odor through ductwork into other spaces. The Contractor shall be required to rectify or replace at his own expense, any equipment not complying with the foregoing requirements.
- C. Cleaning
  - 1. Clean interior and exterior surfaces promptly after installation of equipment and components. Take care to avoid damage to protective coatings and finishes. Remove excess sealants, lubrication, dirt and other

### **3.07 ADJUSTING**

- A. Repair or remove and replace defective work, as directed by (Architect/Owner) upon completion of installation.
- B. Adjust moving or operating parts to function smoothly.

### **3.08 CLEANING AND PROTECTING**

- A. Thoroughly clean all electrical equipment, devices and enclosures upon completion of all work. Repaint any equipment whose finish is damaged or rusted. Match manufacturer's original finish.
- B. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect.
- C. Properly and completely protect against all damage, all apparatus, equipment, etc., included in this contract. The contractor will be held responsible for any damage to furnished apparatus, equipment, etc., until final acceptance.
- D. The contractor shall take whatever means necessary and/or required to protect owner's property within the working areas from dust, debris and other matter generated by the work. No work shall commence in areas where protection is required until approval has been given to the contractor by the owner.

**END OF SECTION**

**SECTION 23 0130.51**  
**HVAC AIR-DISTRIBUTION SYSTEM CLEANING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cleaning of HVAC duct system, equipment, and related components.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 4000 - Quality Requirements: Additional requirements for testing and inspection agencies.

**1.03 DEFINITIONS**

- A. HVAC System: For purposes of this section, the surfaces to be cleaned include the first four (4) feet of interior surfaces of the exhaust ducts, starting at the grills; see NADCA ACR for more details.
  - 1. Above-ceiling plenum for supply air is required to be cleaned.
  - 2. Above-ceiling plenum for return air is required to be cleaned.
  - 3. Makeup air system is required to be cleaned.

**1.04 REFERENCE STANDARDS**

- A. NADCA ACR - Assessment, Cleaning and Restoration of HVAC Systems; 2013.
- B. UL 181 - Standard for Factory-Made Air Ducts and Air Connectors; current edition, including all revisions.
- C. UL 181A - Closure Systems for Use with Rigid Air Ducts; Current Edition, Including All Revisions.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used.
- C. Material Safety Data Sheets (MSDS): For all chemical products proposed to be used in the cleaning process; submit directly to Owner.
- D. Project Closeout Report: Include field quality control reports, evidence of satisfactory cleaning, and documentation of items needing further repair.

**1.06 QUALITY ASSURANCE**

- A. Cleaning Contractor Qualifications: Company specializing in the cleaning and restoration of HVAC systems as specified in this section.
  - 1. Certified by one of the following:
    - a. NADCA, National Air Duct Cleaners Association: [www.nadca.com](http://www.nadca.com)
  - 2. Having minimum of three years documented experience.
  - 3. Employing for this project a supervisor certified as an Air Systems Cleaning Specialist by NADCA.

**PART 2 PRODUCTS**

**2.01 TOOLS AND EQUIPMENT**

- A. Vacuum Devices and Other Tools: Exceptionally clean, in good working order, and sealed when brought into the facility.
- B. Vacuum Devices That Exhaust Air Inside Building, Including Hand-Held and Wet Vacuums: Equipped with HEPA filtration with 99.97 percent collection efficiency for minimum 0.3-micron size particles and DOP test number.
- C. Vacuum Devices That Exhaust Air Outside Building, Including Truck- and Trailer-Mounted Types: Equipped with particulate collection including adequate filtration to contain debris removed from the HVAC system; exhausted in manner that prevents contaminant re-entry to building; compliant with applicable regulations as to outdoor environmental contamination.

## **2.02 SURFACE TREATMENTS**

- A. Anti-Microbial Materials: EPA registered specifically for use on non-porous HVAC system surfaces and applied per manufacturer's instructions.

## **PART 3 EXECUTION**

### **3.01 PROJECT CONDITIONS**

- A. Comply with applicable federal, state, and local requirements.
- B. Perform cleaning, inspection, and remediation in accordance with the recommendations of NADCA "Assessment, Cleaning and Restoration of HVAC Systems" (ACR) and as specified herein.
- C. Where NADCA ACR uses the terms "recommended", "highly recommended", or "ideally" in regard to a certain procedure or activity, do that unless it is clearly inapplicable to the project.
- D. Obtain Owner's approval of proposed temporary locations for large equipment.
- E. Designate a decontamination area and obtain Owner's approval.
- F. If unforeseen mold or other biological contamination is encountered, notify Architect immediately, identifying areas affected and extent and type of contamination.

### **3.02 EXAMINATION**

- A. Inspect the system as required to determine appropriate methods, tools, equipment, and protection.
- B. Start of cleaning work constitutes acceptance of existing conditions.
- C. Document all instances of mold growth, rodent droppings, other biological hazards, and damaged system components.

### **3.03 PREPARATION**

- A. When cleaning work might adversely affect life safety systems, including fire and smoke detection, alarm, and control, coordinate scheduling and testing and inspection procedures with authorities having jurisdiction.
- B. Ensure that electrical components that might be adversely affected by cleaning are de-energized, locked out, and protected prior to beginning work.
- C. Air-Volume Control Devices: Mark the original position of dampers and other air-directional mechanical devices inside the HVAC system prior to starting cleaning.
- D. Access to Concealed Spaces: Use existing service openings and make additional service openings as required to accomplish cleaning and inspection.
  - 1. Do not cut openings in non-HVAC components without obtaining the prior approval of Owner.
  - 2. Make new openings in HVAC components in accordance with NADCA Standard 05; do not compromise the structural integrity of the system.
  - 3. Do not cut service openings into flexible duct; disconnect at ends for cleaning and inspection.

### **3.04 CLEANING**

- A. Use any cleaning method recommended by NADCA ACR unless otherwise specified; do not use methods prohibited by NADCA ACR, or that will damage HVAC components or other work, or that will significantly alter the integrity of the system.
- B. Obtain Owner's approval before using wet cleaning methods; ensure that drainage is adequate before beginning.
- C. Ducts: Mechanically clean all required portions of ducts.
- D. Registers, Diffusers, and Grilles: When removing, take care to prevent containment exposure due to accumulated debris.
- E. Collect debris removed during cleaning; ensure that debris is not dispersed outside the HVAC system during the cleaning process.
- F. Store contaminated tools and equipment in polyethylene bags until cleaned in the designated decontamination area.

### **3.05 REPAIR**

- A. Repair openings cut in the ventilation system so that they do not significantly alter the airflow or adversely impact the facility's indoor air quality.
- B. At insulated ducts and components, accomplish repairs in such a manner as to achieve the equivalent thermal value.
- C. Reseal new openings in accordance with NADCA Standard 05.
- D. Reseal rigid fiber glass duct systems using closure techniques that comply with UL 181 or UL 181A.
- E. When new openings are intended to be capable of being re-opened in the future, clearly mark them and report their locations to Owner in project report documents.

### **3.06 FIELD QUALITY CONTROL**

- A. Ensure that the following field quality control activities are completed prior to application of any treatments or coatings and prior to returning HVAC system to normal operation.
- B. Visually inspect all portions of the cleaned components; if not visibly clean as defined in NADCA ACR, re-clean and reinspect.
- C. When directed, re-clean components until they pass.
- D. Submit evidence that all portions of the system required to be cleaned have been cleaned satisfactorily.

### **3.07 ANTI-MICROBIAL TREATMENT**

- A. When directed, apply anti-microbial treatment to internal surfaces.
- B. Apply anti-microbial agent after removal of surface deposits and debris.
- C. Apply anti-microbial treatments and coatings in strict accordance with the manufacturer's written recommendations and EPA registration listing.
- D. Spray coatings directly onto interior ductwork surfaces; do not "fog" into air stream.

### **3.08 ADJUSTING**

- A. After satisfactory completion of field quality control activities, restore adjustable devices to original settings, including, but not limited to, dampers, air directional devices, valves, fuses, and circuit breakers.

### **3.09 WASTE MANAGEMENT**

- A. Double-bag waste and debris in 6 mil, 0.006 inch (0.1524 mm) thick polyethylene plastic bags.
- B. Dispose of debris off-site in accordance with applicable federal, state and local requirements.

**END OF SECTION**

**SECTION 23 0516**  
**EXPANSION FITTINGS AND LOOPS FOR HVAC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Flexible pipe connectors.
- B. Expansion joints and compensators.

**1.02 REFERENCE STANDARDS**

- A. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250; 2010.
- B. ASME B16.5 - Pipe Flanges and Flanged Fittings NPS 1/2 Through NPS 24 Metric/Inch Standard; 2013.
- C. ASME B16.11 - Forged Fittings, Socket-welding and Threaded; 2016 (Errata 2017).

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data:
  - 1. Flexible Pipe Connectors: Indicate maximum temperature and pressure rating, face-to-face length, live length, hose wall thickness, hose convolutions per foot (meter) and per assembly, fundamental frequency of assembly, braid structure, and total number of wires in braid.
  - 2. Expansion Joints: Indicate maximum temperature and pressure rating, and maximum expansion compensation.

**PART 2 PRODUCTS**

**2.01 FLEXIBLE PIPE CONNECTORS - STEEL PIPING**

- A. Manufacturers:
  - 1. Mercer Rubber Company: [www.mercer-rubber.com](http://www.mercer-rubber.com).
  - 2. The Metraflex Company: [www.metraflex.com/#sle](http://www.metraflex.com/#sle).
  - 3. or approved equal.
- B. Inner Hose: Bronze.
- C. Exterior Sleeve: Single braided, stainless steel.
- D. Pressure Rating: 125 psi and 450 degrees F (862 kPa and 232 degrees C).
- E. Joint: Flanged.
- F. Size: Use pipe sized units.

**2.02 EXPANSION JOINTS - STAINLESS STEEL BELLOWS TYPE**

- A. Manufacturers:
  - 1. Mercer Rubber Company: [www.mercer-rubber.com](http://www.mercer-rubber.com).
  - 2. The Metraflex Company: [www.metraflex.com/#sle](http://www.metraflex.com/#sle).
  - 3. or approved equal.
- B. Pressure Rating: 125 psi and 400 degrees F (862 kPa and 204 degrees C).
- C. Maximum Compression: 1-3/4 inches (45 mm).
- D. Maximum Extension: 1/4 inch (6 mm).
- E. Joint: As specified for pipe joints.
- F. Size: Use pipe sized units.

**2.03 EXPANSION JOINTS - EXTERNAL RING CONTROLLED STAINLESS STEEL BELLOWS TYPE**

- A. Manufacturers:
  - 1. Mercer Rubber Company: [www.mercer-rubber.com](http://www.mercer-rubber.com).
  - 2. The Metraflex Company: [www.metraflex.com/#sle](http://www.metraflex.com/#sle).
  - 3. or approved equal.

- B. Pressure Rating: 125 psi and 400 degrees F (862 kPa and 204 degrees C).
- C. Maximum Compression: 15/16 inch (24 mm).
- D. Maximum Extension: 5/16 inch (8 mm).
- E. Maximum Offset: 1/8 inch (3 mm).
- F. Joint: Flanged.
- G. Size: Use pipe sized units.
- H. Accessories: Internal flow liner and external shroud.
- I. Application: Steel piping over 2 inches (50 mm).

#### **2.04 EXPANSION JOINTS - HOSE AND BRAID**

- A. Provide flexible loops with two flexible sections of hose and braid, two 90 degree elbows, and 180 degree return with support bracket and air release or drain plug.
- B. Provide flexible loops capable of movement in the x, y, and z planes. Flexible loops to impart no thrust loads to the building structure.
- C. Flexible Connectors: Flanged, braided type with wetted components of stainless steel, sized to match piping.
  - 1. Maximum Allowable Working Pressure: 150 psig (1030 kPa) at 120 degrees F (49 degrees C).
  - 2. Accommodate the Following:
    - a. Axial Deflection in Compression and Expansion: .5 inch
    - b. Lateral Movement: .5 inch
    - c. Angular Rotation: 15 degrees.
    - d. Force developed by 1.5 times specified maximum allowable operating pressure.
  - 3. End Connections: Same as specified for pipe jointing.
  - 4. End Connections: Threaded; complying with ASME B16.11.
  - 5. Provide necessary accessories including, but not limited to, swivel joints.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install flexible pipe connectors on pipes connected to vibration isolated equipment. Provide line size flexible connectors.
- C. Provide support and equipment required to control expansion and contraction of piping. Provide loops, pipe offsets, and swing joints, or expansion joints where required.

**END OF SECTION**

**SECTION 23 0517**  
**SLEEVES AND SLEEVE SEALS FOR HVAC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Pipe sleeves.

**1.02 REFERENCE STANDARDS**

- A. ASTM E814 - Standard Test Method for Fire Tests of Penetration Firestop Systems; 2013a.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate pipe materials used, jointing methods, supports, floor and wall penetration seals. Indicate installation, layout, weights, mounting and support details, and piping connections.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store sleeve and sleeve seals in shipping containers, with labeling in place.
- B. Provide temporary protective coating on cast iron and steel sleeves if shipped loose.

**1.05 WARRANTY**

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

**PART 2 PRODUCTS**

**2.01 PIPE SLEEVES**

- A. Vertical Piping:
  - 1. Sleeve Length: 1 inch (25 mm) above finished floor.
  - 2. Provide sealant for watertight joint.
- B. Plastic or Sheet Metal: Pipe passing through interior walls, partitions, and floors, unless steel or brass sleeves are specified below.
- C. Pipe Passing Through Below Grade Exterior Walls:
  - 1. Zinc coated or cast iron pipe.
  - 2. Provide watertight space with link rubber or modular seal between sleeve and pipe on both pipe ends.
- D. Pipe Passing Through Concrete Beam Flanges, except where Brass Pipe Sleeves are Specified:
  - 1. Galvanized steel pipe or black iron pipe with asphalt coating.
  - 2. Connect sleeve with floor plate except in mechanical rooms.
- E. Pipe Passing Through Mechanical, Laundry, and Animal Room Floors above Basement:
  - 1. Galvanized steel pipe or black iron pipe with asphalt coating.
  - 2. Connect sleeve with floor plate except in mechanical rooms.
- F. Penetrations in concrete beam flanges are permitted but are prohibited through ribs or beams without prior approval from the Architect.
- G. Clearances:
  - 1. Provide allowance for insulated piping.
  - 2. Wall, Floor, Floor, Partitions, and Beam Flanges: 1 inch (25 mm) greater than external; pipe diameter.
  - 3. All Rated Openings: Caulked tight with fire stopping material in compliance with ASTM E814 in accordance with Section 07 8400 to prevent the spread of fire, smoke, and gases.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and foreign material, from inside and outside, before assembly.

### **3.02 INSTALLATION**

- A. Route piping in orderly manner, plumb and parallel to building structure. Maintain gradient.
- B. Install piping to conserve building space, to not interfere with use of space and other work.
- C. Install piping and pipe sleeves to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- D. Provide sleeves when penetrating footings, floors, walls, and partitions. Seal pipe including sleeve penetrations to achieve fire resistance equivalent to fire separation required.
- E. When installing more than one piping system material, ensure system components are compatible and joined to ensure the integrity of the system. Provide necessary joining fittings. Ensure flanges, union, and couplings for servicing are consistently provided.

### **3.03 CLEANING**

- A. Upon completion of work, clean all parts of the installation.
- B. Clean equipment, pipes, valves, and fittings of grease, metal cuttings, and sludge that may have accumulated from the installation and testing of the system.

**END OF SECTION**



**SECTION 23 0519**  
**METERS AND GAGES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Positive displacement meters.
- B. Flow meters.
- C. Pressure gauges and pressure gauge taps.
- D. Thermometers and thermometer wells.
- E. Static pressure gauges.

**1.02 REFERENCE STANDARDS**

- A. ASME B40.100 - Pressure Gauges and Gauge Attachments; 2013.
- B. ASME MFC-3M - Measurement of Fluid Flow in Pipes Using Orifice, Nozzle and Venturi; 2007.
- C. ASTM E1 - Standard Specification for ASTM Liquid-in-Glass Thermometers; 2014.
- D. AWWA M6 - Water Meters -- Selection, Installation, Testing, and Maintenance; 2012.
- E. UL 393 - Indicating Pressure Gauges for Fire-Protection Service; Current Edition, Including All Revisions.

**1.03 SUBMITTALS**

- A. Product Data: Provide list that indicates use, operating range, total range and location for manufactured components.

**1.04 FIELD CONDITIONS**

- A. Do not install instrumentation when areas are under construction, except for required rough-in, taps, supports and test plugs.

**PART 2 PRODUCTS**

**2.01 POSITIVE DISPLACEMENT METERS (LIQUID)**

- A. Manufacturers:
  - 1. Dwyer Instruments, Inc: [www.dwyer-inst.com](http://www.dwyer-inst.com).
  - 2. FMC Technologies: [www.fmctechnologies.com](http://www.fmctechnologies.com).
  - 3. Venture Measurement, a Danaher Corporation Company: [www.venturemeasurement.com](http://www.venturemeasurement.com).
  - 4. or approved equal.

**2.02 LIQUID FLOW METERS**

- A. Manufacturers:
  - 1. Dwyer Instruments, Inc: [www.dwyer-inst.com](http://www.dwyer-inst.com).
  - 2. McCrometer: [www.mccrometer.com](http://www.mccrometer.com).
  - 3. Venture Measurement, a Danaher Company: [www.venturemeasurement.com](http://www.venturemeasurement.com).
  - 4. Veris Industries: [www.veris.com](http://www.veris.com).
  - 5. or approved equal.
- B. Calibrated ASME MFC-3M Venturi orifice plate and flanges with valved taps, chart for conversion of differential pressure readings to flow rate, with pressure gauge in case.

**2.03 PRESSURE GAUGES**

- A. Manufacturers:
  - 1. Dwyer Instruments, Inc: [www.dwyer-inst.com](http://www.dwyer-inst.com).
  - 2. Moeller Instrument Company, Inc: [www.moellerinstrument.com](http://www.moellerinstrument.com).
  - 3. Omega Engineering, Inc: [www.omega.com](http://www.omega.com).
  - 4. or approved equal.

- B. Pressure Gauges: ASME B40.100, UL 393 drawn steel case, phosphor bronze bourdon tube, rotary brass movement, brass socket, with front recalibration adjustment, black scale on white background.
  - 1. Case: Steel with brass bourdon tube.
  - 2. Size: 4-1/2 inch (115 mm) diameter.
  - 3. Mid-Scale Accuracy: One percent.
  - 4. Scale: Psi.

#### **2.04 PRESSURE GAUGE TAPPINGS**

- A. Gauge Cock: Tee or lever handle, brass for maximum 150 psi (1034 kPa).
- B. Needle Valve: Brass, 1/4 inch (6 mm) NPT for minimum 150 psi (1034 kPa).

#### **2.05 DIAL THERMOMETERS**

- A. Manufacturers:
  - 1. Dwyer Instruments, Inc: [www.dwyer-inst.com](http://www.dwyer-inst.com).
  - 2. Omega Engineering, Inc: [www.omega.com](http://www.omega.com).
  - 3. Weksler Glass Thermometer Corp: [www.wekslerglass.com](http://www.wekslerglass.com).
  - 4. or approved equal.
- B. Thermometers - Fixed Mounting: Dial type bimetallic actuated; ASTM E1; stainless steel case, silicone fluid damping, white with black markings and black pointer, hermetically sealed lens, stainless steel stem.
  - 1. Size: 5 inch (125 mm) diameter dial.
  - 2. Lens: Clear glass.
  - 3. Accuracy: 1 percent.
  - 4. Calibration: Degrees F.

#### **2.06 THERMOMETER SUPPORTS**

- A. Socket: Brass separable sockets for thermometer stems with or without extensions as required, and with cap and chain.

#### **2.07 STATIC PRESSURE GAUGES**

- A. Manufacturers:
  - 1. Dwyer Instruments, Inc: [www.dwyer-inst.com](http://www.dwyer-inst.com).
  - 2. Omega Engineering, Inc: [www.omega.com](http://www.omega.com).
  - 3. Veris Industries: [www.veris.com](http://www.veris.com).
  - 4. Weksler Glass Thermometer Corp: [www.wekslerglass.com](http://www.wekslerglass.com).
  - 5. or approved equal.
- B. 3-1/2 inch (90 mm) diameter dial in metal case, diaphragm actuated, black figures on white background, front recalibration adjustment, 2 percent of full scale accuracy.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install positive displacement meters with isolating valves on inlet and outlet to AWWA M6. Provide full line size valved bypass with globe valve for liquid service meters.
- C. Provide one pressure gauge per pump, installing taps before strainers and on suction and discharge of pump. Pipe to gauge.
- D. Install thermometers in piping systems in sockets in short couplings. Enlarge pipes smaller than 2-1/2 inch (60 mm) for installation of thermometer sockets. Ensure sockets allow clearance from insulation.
- E. Install gauges and thermometers in locations where they are easily read from normal operating level. Install vertical to 45 degrees off vertical.
- F. Adjust gauges and thermometers to final angle, clean windows and lenses, and calibrate to zero.

### **3.02 SCHEDULE**

- A. Positive Displacement Meters, Location:
  - 1. Expansion tank make-up.
- B. Flow Meters, Location:
  - 1. Heating water system.
- C. Pressure Gauges, Location and Scale Range:
  - 1. Pumps, 0 to 100 psi
  - 2. Expansion tanks, 0 to 100 psi
  - 3. Pressure tanks, 0 to 100 psi
- D. Stem Type Thermometers, Location and Scale Range:
  - 1. Headers to central equipment, 0 to 300 degrees F
  - 2. Boilers - inlets and outlets, 0 to 300 degrees F
  - 3. Water zone supply and return, 0 to 300 degrees F
  - 4. After major coils, 0 to 300 degrees F
  - 5. Domestic hot water supply and recirculation, 0 to 300 degrees F
- E. Thermometer Sockets, Location:
  - 1. Control valves 1 inch (25 mm) & larger - inlets and outlets.
  - 2. Cabinet heaters - inlets and outlets.

**END OF SECTION**

## **SECTION 23 0548**

### **VIBRATION AND SEISMIC CONTROLS FOR HVAC PIPING AND EQUIPMENT**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Vibration-isolated equipment support bases.
- B. Vibration isolators.
- C. External seismic snubber assemblies.
- D. Seismic restraint systems.

##### **1.02 REFERENCE STANDARDS**

- A. ASHRAE (HVAC) - ASHRAE Handbook - HVAC Applications; 2015.
- B. FEMA 412 - Installing Seismic Restraints for Mechanical Equipment; 2002.

##### **1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data:
  - 1. Provide manufacturer's product literature documenting compliance with PART 2 PRODUCTS.
  - 2. Include seismic rating documentation for each isolator and restraint component accounting for horizontal, vertical, and combined loads.

#### **PART 2 PRODUCTS**

##### **2.01 PERFORMANCE REQUIREMENTS**

- A. General:
  - 1. All vibration isolators, base frames and inertia bases to conform to all uniform deflection and stability requirements under all operating loads.
  - 2. Steel springs to function without undue stress or overloading.

##### **2.02 VIBRATION ISOLATORS**

- A. General Requirements:
  - 1. Resilient Materials for Vibration Isolators: Oil, ozone, and oxidant resistant.
- B. Seismic Type:
  - 1. Coil Springs Consisting of Single Elements:
    - a. Housing: Manufactured from cast iron material.
    - b. Ductile Material: Designed and rated for seismic applications.
    - c. Spring: Restrained by housing without significant degradation of vibration isolation capabilities during normal equipment operating conditions.
    - d. Resilient Snubbing Grommet System: Incorporated and designed with clearances of no more than 0.25 inch (6 mm) in any direction preventing direct metal-to-metal contact between supported member and fixed restraint housing.
    - e. Resilient Pad: Located in series with spring.
    - f. Coil Springs: Color coded elements to have a lateral stiffness greater than 0.8 times the rated vertical stiffness with 50 percent overload capacity.
    - g. Finish: Suitable for the application.

##### **2.03 EXTERNAL SEISMIC SNUBBER ASSEMBLIES**

- A. Description: Steel snubbing assemblies designed for external attachment to both equipment and supporting structure that, as part of a complete system, restrain equipment motion in all directions during a seismic event while maintaining vibration isolation during normal operation.
- B. Seismic Snubbing Elements:
  - 1. Air Gap: Between 0.125 inches (3 mm) and 0.25 inches (6 mm) unless otherwise indicated.

2. Points of Contact: Cushioned with resilient material, minimum 0.25 inch (6 mm) thick; capable of being visually inspected for damage and replaced.
- C. Comply with:
  1. ASHRAE (HVACA) Handbook - HVAC Applications.
  2. FEMA 412.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- C. Secure fasteners according to manufacturer's recommended torque settings.
- D. Install flexible piping connections to provide sufficient slack for vibration isolation and/or seismic relative displacements as indicated or as required.

#### **3.02 INSTALLATION - GENERAL**

- A. Install in accordance with manufacturer's instructions.
- B. On closed spring isolators, adjust so side stabilizers are clear under normal operating conditions.
- C. Prior to making piping connections to equipment with operating weights substantially different from installed weights, block up equipment with temporary shims to final height. When full load is applied, adjust isolators to load to allow shim removal.

**END OF SECTION**

## **SECTION 23 0593**

### **TESTING, ADJUSTING, AND BALANCING FOR HVAC**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Testing, adjustment, and balancing of air systems.
- B. Testing, adjustment, and balancing of hydronic systems.
- C. Measurement of final operating condition of HVAC systems.

##### **1.02 REFERENCE STANDARDS**

- A. AABC (NSTSB) - AABC National Standards for Total System Balance, 7th Edition; 2016.
- B. ASHRAE Std 111 - Measurement, Testing, Adjusting, and Balancing of Building HVAC Systems; 2008.
- C. NEBB (TAB) - Procedural Standards for Testing Adjusting and Balancing of Environmental Systems; 2015, Eighth Edition.
- D. SMACNA (TAB) - HVAC Systems Testing, Adjusting and Balancing; 2002.

##### **1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. TAB Plan: Submit a written plan indicating the testing, adjusting, and balancing standard to be followed and the specific approach for each system and component.
  - 1. Include at least the following in the plan:
    - a. List of all air flow, water flow, system capacity and to be performed and a description of specific test procedures, parameters, formulas to be used.
    - b. Copy of field checkout sheets and logs to be used, listing each piece of equipment to be tested, adjusted and balanced with the data cells to be gathered for each.
    - c. Final test report forms to be used.
    - d. Details of how TOTAL flow will be determined; for example:
      - 1) Air: Sum of terminal flows via control system calibrated readings or via hood readings of all terminals, supply (SA) and return air (RA) pitot traverse, SA or RA flow stations.
      - 2) Water: Pump curves, circuit setter, flow station, ultrasonic, etc.
    - e. Method of verifying and setting minimum outside air flow rate will be verified and set and for what level (total building, zone, etc.).
    - f. Procedures for formal deficiency reports, including scope, frequency and distribution.
- C. Final Report: Indicate deficiencies in systems that would prevent proper testing, adjusting, and balancing of systems and equipment to achieve specified performance.
  - 1. Revise TAB plan to reflect actual procedures and submit as part of final report.
  - 2. Submit draft copies of report for review prior to final acceptance of Project. Provide final copies for Architect and for inclusion in operating and maintenance manuals.
  - 3. Include actual instrument list, with manufacturer name, serial number, and date of calibration.
  - 4. Form of Test Reports: Where the TAB standard being followed recommends a report format use that; otherwise, follow ASHRAE Std 111.
  - 5. Units of Measure: Report data in I-P (inch-pound) units only.
  - 6. Include the following on the title page of each report:
    - a. Name of Testing, Adjusting, and Balancing Agency.
    - b. Address of Testing, Adjusting, and Balancing Agency.
    - c. Telephone number of Testing, Adjusting, and Balancing Agency.
    - d. Project name.
    - e. Project location.
    - f. Project Engineer.
    - g. Project Contractor.
    - h. Report date.

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

## **PART 3 EXECUTION**

### **3.01 GENERAL REQUIREMENTS**

- A. Perform total system balance in accordance with one of the following:
  - 1. AABC (NSTSB), AABC National Standards for Total System Balance.
  - 2. ASHRAE Std 111, Practices for Measurement, Testing, Adjusting and Balancing of Building Heating, Ventilation, Air-Conditioning, and Refrigeration Systems.
  - 3. NEBB Procedural Standards for Testing Adjusting Balancing of Environmental Systems.
  - 4. SMACNA (TAB).
- B. Begin work after completion of systems to be tested, adjusted, or balanced and complete work prior to Substantial Completion of the project.
- C. TAB Agency Qualifications:
  - 1. Company specializing in the testing, adjusting, and balancing of systems specified in this section.
  - 2. Having minimum of three years documented experience.
  - 3. Certified by one of the following:
    - a. AABC, Associated Air Balance Council: [www.aabc.com/#sle](http://www.aabc.com/#sle); upon completion submit AABC National Performance Guaranty.
    - b. NEBB, National Environmental Balancing Bureau: [www.nebb.org/#sle](http://www.nebb.org/#sle).
    - c. TABB, The Testing, Adjusting, and Balancing Bureau of National Energy Management Institute: [www.tabbcertified.org/#sle](http://www.tabbcertified.org/#sle).
- D. TAB Supervisor and Technician Qualifications: Certified by same organization as TAB agency.

### **3.02 EXAMINATION**

- A. Verify that systems are complete and operable before commencing work. Ensure the following conditions:
  - 1. Systems are started and operating in a safe and normal condition.
  - 2. Temperature control systems are installed complete and operable.
  - 3. Proper thermal overload protection is in place for electrical equipment.
  - 4. Final filters are clean and in place. If required, install temporary media in addition to final filters.
  - 5. Duct systems are clean of debris.
  - 6. Fans are rotating correctly.
  - 7. Air coil fins are cleaned and combed.
  - 8. Access doors are closed and duct end caps are in place.
  - 9. Air outlets are installed and connected.
  - 10. Hydronic systems are flushed, filled, and vented.
  - 11. Pumps are rotating correctly.
  - 12. Proper strainer baskets are clean and in place.
  - 13. Service and balance valves are open.

### **3.03 ADJUSTMENT TOLERANCES**

- A. Air Handling Systems: Adjust to within plus or minus 5 percent of design for supply systems and plus or minus 10 percent of design for return and exhaust systems.
- B. Air Outlets and Inlets: Adjust total to within plus 10 percent and minus 5 percent of design to space. Adjust outlets and inlets in space to within plus or minus 10 percent of design.
- C. Hydronic Systems: Adjust to within plus or minus 10 percent of design.

### **3.04 RECORDING AND ADJUSTING**

- A. Ensure recorded data represents actual measured or observed conditions.
- B. Permanently mark settings of valves, dampers, and other adjustment devices allowing settings to be restored. Set and lock memory stops.
- C. After adjustment, take measurements to verify balance has not been disrupted or that such disruption has been rectified.

- D. Leave systems in proper working order, replacing belt guards, closing access doors, closing doors to electrical switch boxes, and restoring thermostats to specified settings.

### **3.05 AIR SYSTEM PROCEDURE**

- A. Adjust air handling and distribution systems to provide required or design supply, return, and exhaust air quantities at site altitude.
- B. Measure air quantities at air inlets and outlets.
- C. Vary total system air quantities by adjustment of fan speeds. Provide drive changes required. Vary branch air quantities by damper regulation.
- D. Adjust outside air automatic dampers, outside air, return air, and exhaust dampers for design conditions.

### **3.06 WATER SYSTEM PROCEDURE**

- A. Adjust water systems to provide required or design quantities.
- B. Use calibrated Venturi tubes, orifices, or other metered fittings and pressure gages to determine flow rates for system balance. Where flow metering devices are not installed, base flow balance on temperature difference across various heat transfer elements in the system.
- C. Effect system balance with automatic control valves fully open to heat transfer elements.
- D. Effect adjustment of water distribution systems by means of balancing cocks, valves, and fittings. Do not use service or shut-off valves for balancing unless indexed for balance point.

### **3.07 SCOPE**

- A. Test, adjust, and balance the following:
  - 1. Boiler Feedwater Pumps.
  - 2. HVAC Pumps.
  - 3. Air Coils.
  - 4. Air Handling Units.
  - 5. Air Filters.
  - 6. Air Terminal Units.
  - 7. Air Inlets and Outlets.

### **3.08 MINIMUM DATA TO BE REPORTED**

- A. Electric Motors:
  - 1. Manufacturer.
  - 2. Model/Frame.
  - 3. RPM.
  - 4. Service factor.
  - 5. Starter size, rating, heater elements.
  - 6. Sheave Make/Size/Bore.
- B. V-Belt Drives:
  - 1. Identification/location.
  - 2. Required driven RPM.
  - 3. Driven sheave, diameter and RPM.
  - 4. Belt, size and quantity.
- C. Pumps:
  - 1. Identification/number.
  - 2. Manufacturer.
  - 3. Size/model.
  - 4. Impeller.
  - 5. Design flow rate, pressure drop, BHP.
  - 6. Actual flow rate, pressure drop, BHP.
  - 7. Discharge pressure.
  - 8. Suction pressure.
  - 9. Total operating head pressure.



- D. Combustion Equipment:
  - 1. Boiler manufacturer.
  - 2. Model number.
  - 3. Serial number.
  - 4. Firing rate.
  - 5. Overfire draft.
  - 6. Gas meter timing dial size.
  - 7. Gas meter time per revolution.
  - 8. Gas pressure at meter outlet.
  - 9. Gas flow rate.
  - 10. Percent carbon monoxide (CO).
  - 11. Percent carbon dioxide (CO<sub>2</sub>).
  - 12. Percent oxygen (O<sub>2</sub>).
  - 13. Flue gas temperature at outlet.
  - 14. Ambient temperature.
  - 15. Percent combustion efficiency.
- E. Heating Coils:
  - 1. Identification/number.
  - 2. Location.
  - 3. Service.
  - 4. Manufacturer.
  - 5. Air flow, design and actual.
  - 6. Water flow, design and actual.
  - 7. Water pressure drop, design and actual.
  - 8. Entering water temperature, design and actual.
  - 9. Leaving water temperature, design and actual.
  - 10. Entering air temperature, design and actual.
  - 11. Leaving air temperature, design and actual.
  - 12. Air pressure drop, design and actual.
- F. Exhaust Fans:
  - 1. Location.
  - 2. Manufacturer.
  - 3. Model number.
  - 4. Serial number.
  - 5. Air flow, specified and actual.
  - 6. Total static pressure (total external), specified and actual.
  - 7. Discharge pressure.
  - 8. Fan RPM.
- G. Terminal Unit Data:
  - 1. Manufacturer.
  - 2. Type, constant, variable, single, dual duct.
  - 3. Identification/number.
  - 4. Location.
  - 5. Model number.
  - 6. Size.
  - 7. Maximum design air flow.
  - 8. Maximum actual air flow.

**END OF SECTION**

**SECTION 23 0800**  
**COMMISSIONING OF HVAC**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. See Section 01 9113 - General Commissioning Requirements for overall objectives; comply with the requirements of Section 01 9113.
- B. This section covers the Contractor's responsibilities for commissioning; each subcontractor or installer responsible for the installation of a particular system or equipment item to be commissioned is responsible for the commissioning activities relating to that system or equipment item.
- C. The Commissioning Authority (CA) directs and coordinates all commissioning activities and provides Prefunctional Checklists and Functional Test Procedures for Contractor's use.
- D. The following HVAC equipment is to be commissioned, including commissioning activities for the following specific items:
  - 1. Control system.
  - 2. Other equipment and systems explicitly identified elsewhere in Contract Documents as requiring commissioning.
- E. The Prefunctional Checklist and Functional Test requirements specified in this section are in addition to, not a substitute for, inspection or testing specified in other sections.

**1.02 REFERENCE STANDARDS**

- A. ASHRAE Guideline 1.1 - The HVAC&R Technical Requirements for the Commissioning Process; 2007 (Errata 2012).

**1.03 SUBMITTALS**

- A. Updated Submittals: Keep the Commissioning Authority informed of all changes to control system documentation made during programming and setup; revise and resubmit when substantial changes are made.
- B. Draft Prefunctional Checklists and Functional Test Procedures for Control System: Detailed written plan indicating the procedures to be followed to test, checkout and adjust the control system prior to full system Functional Testing; include at least the following for each type of equipment controlled:
  - 1. System name.
  - 2. List of devices.
  - 3. Step-by-step procedures for testing each controller after installation, including:
    - a. Process of verifying proper hardware and wiring installation.
    - b. Process of downloading programs to local controllers and verifying that they are addressed correctly.
    - c. Process of performing operational checks of each controlled component.
    - d. Plan and process for calibrating valve and damper actuators and all sensors.
    - e. Description of the expected field adjustments for transmitters, controllers and control actuators should control responses fall outside of expected values.
  - 4. Copy of proposed log and field checkout sheets to be used to document the process; include space for initial and final read values during calibration of each point and space to specifically indicate when a sensor or controller has "passed" and is operating within the contract parameters.
  - 5. Description of the instrumentation required for testing.
  - 6. Indicate what tests on what systems should be completed prior to TAB using the control system for TAB work. Coordinate with the Commissioning Authority and TAB contractor for this determination.
- C. Startup Reports, Prefunctional Checklists, and Trend Logs: Submit for approval of Commissioning Authority.
- D. HVAC Control System O&M Manual Requirements. In addition to documentation specified elsewhere, compile and organize at minimum the following data on the control system:

1. Specific step-by-step instructions on how to perform and apply all functions, features, modes, etc. mentioned in the controls training sections of this specification and other features of this system. Provide an index and clear table of contents. Include the detailed technical manual for programming and customizing control loops and algorithms.
2. Full as-built set of control drawings.
3. Full as-built sequence of operations for each piece of equipment.
4. Full points list; in addition to the information on the original points list submittal, include a listing of all rooms with the following information for each room:
  - a. Floor.
  - b. Room number.
  - c. Room name.
  - d. Air handler unit ID.
  - e. Reference drawing number.
  - f. Air terminal unit tag ID.
  - g. Heating and/or cooling valve tag ID.
  - h. Minimum air flow rate.
  - i. Maximum air flow rate.
5. Full print out of all schedules and set points after testing and acceptance of the system.
6. Full as-built print out of software program.
7. Electronic copy on disk of the entire program for this facility.
8. Marking of all system sensors and thermostats on the as-built floor plan and HVAC drawings with their control system designations.
9. Maintenance instructions, including sensor calibration requirements and methods by sensor type, etc.
10. Control equipment component submittals, parts lists, etc.
11. Warranty requirements.
12. Copies of all checkout tests and calibrations performed by the Contractor (not commissioning tests).
13. Organize and subdivide the manual with permanently labeled tabs for each of the following data in the given order:
  - a. Sequences of operation.
  - b. Control drawings.
  - c. Points lists.
  - d. Controller and/or module data.
  - e. Thermostats and timers.
  - f. Sensors and DP switches.
  - g. Valves and valve actuators.
  - h. Dampers and damper actuators.
  - i. Program setups (software program printouts).
- E. Project Record Documents: See Section 01 7800 for additional requirements.
  1. Submit updated version of control system documentation, for inclusion with operation and maintenance data.
  2. Show actual locations of all static and differential pressure sensors (air, water and building pressure) and air-flow stations on project record drawings.
- F. Draft Training Plan: In addition to requirements specified in Section 01 7900, include:
  1. Follow the recommendations of ASHRAE Guideline 1.1.
  2. Control system manufacturer's recommended training.
  3. Demonstration and instruction on function and overrides of any local packaged controls not controlled by the HVAC control system.
- G. Training Manuals: See Section 01 7900 for additional requirements.
  1. Provide three extra copies of the controls training manuals in a separate manual from the O&M manuals.

## **PART 2 PRODUCTS**

### **2.01 TEST EQUIPMENT**

- A. Provide all standard testing equipment required to perform startup and initial checkout and required functional performance testing; unless otherwise noted such testing equipment will NOT become the property of Owner.
- B. Equipment-Specific Tools: Where special testing equipment, tools and instruments are specific to a piece of equipment, are only available from the vendor, and are required in order to accomplish startup or Functional Testing, provide such equipment, tools, and instruments as part of the work at no extra cost to Owner; such equipment, tools, and instruments are to become the property of Owner.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

- A. Cooperate with the Commissioning Authority in development of the Prefunctional Checklists and Functional Test Procedures.
- B. Furnish additional information requested by the Commissioning Authority.
- C. Prepare a preliminary schedule for HVAC pipe and duct system testing, flushing and cleaning, equipment start-up and testing, adjusting, and balancing start and completion for use by the Commissioning Authority; update the schedule as appropriate.
- D. Notify the Commissioning Authority when pipe and duct system testing, flushing, cleaning, startup of each piece of equipment and testing, adjusting, and balancing will occur; when commissioning activities not yet performed or not yet scheduled will delay construction notify ahead of time and be proactive in seeing that the Commissioning Authority has the scheduling information needed to efficiently execute the commissioning process.
- E. Put all HVAC equipment and systems into operation and continue operation during each working day of testing, adjusting, and balancing and commissioning, as required.
- F. Provide test holes in ducts and plenums where directed to allow air measurements and air balancing; close with an approved plug.
- G. Provide temperature and pressure taps in accordance with Contract Documents.

### **3.02 INSPECTING AND TESTING - GENERAL**

- A. Submit startup plans, startup reports, and Prefunctional Checklists for each item of equipment or other assembly to be commissioned.
- B. Perform the Functional Tests directed by the Commissioning Authority for each item of equipment or other assembly to be commissioned.
- C. Provide two-way radios for use during the testing.
- D. Valve/Damper Stroke Setup and Check:
  - 1. For all valve/damper actuator positions checked, verify the actual position against the control system readout.
  - 2. Set pump/fan to normal operating mode.
  - 3. Command valve/damper closed; visually verify that valve/damper is closed and adjust output zero signal as required.
  - 4. Command valve/damper open; verify position is full open and adjust output signal as required.
  - 5. Command valve/damper to a few intermediate positions.
  - 6. If actual valve/damper position does not reasonably correspond, replace actuator or add pilot positioner (for pneumatics).
- E. Isolation Valve or System Valve Leak Check: For valves not by coils.
  - 1. With full pressure in the system, command valve closed.
  - 2. Use an ultra-sonic flow meter to detect flow or leakage.
- F. Deficiencies: Correct deficiencies and re-inspect or re-test, as applicable, at no extra cost to Owner.

### **3.03 TAB COORDINATION**

- A. TAB: Testing, adjusting, and balancing of HVAC.
- B. Coordinate commissioning schedule with TAB schedule.
- C. Review the TAB plan to determine the capabilities of the control system toward completing TAB.
- D. Provide all necessary unique instruments and instruct the TAB technicians in their use; such as handheld control system interface for setting terminal unit boxes, etc.
- E. Have all required Prefunctional Checklists, calibrations, startup and component Functional Tests of the system completed and approved by the Commissioning Authority prior to starting TAB.
- F. Provide a qualified control system technician to operate the controls to assist the TAB technicians or provide sufficient training for the TAB technicians to operate the system without assistance.

### **3.04 CONTROL SYSTEM FUNCTIONAL TESTING**

- A. Prefunctional Checklists for control system components will require a signed and dated certification that all system programming is complete as required to accomplish the requirements of Contract Documents and the detailed Sequences of Operation documentation submittal.
- B. Do not start Functional Testing until all controlled components have themselves been successfully Functionally Tested in accordance with Contract Documents.
- C. Using a skilled technician who is familiar with this building, execute the Functional Testing of the control system as required by the Commissioning Authority.
- D. Functional Testing of the control system constitutes demonstration and trend logging of control points monitored by the control system.
  - 1. The scope of trend logging is partially specified; trend log up to 50 percent more points than specified at no extra cost to Owner.
  - 2. Perform all trend logging specified in Prefunctional Checklists and Functional Test procedures.
- E. Functionally Test integral or stand-alone controls in conjunction with the Functional Tests of the equipment they are attached to, including any interlocks with other equipment or systems; further testing during control system Functional Test is not required unless specifically indicated below.
- F. Demonstrate the following to the Commissioning Authority during testing of controlled equipment; coordinate with commissioning of equipment.
  - 1. Setpoint changing features and functions.
  - 2. Sensor calibrations.
- G. Demonstrate to the Commissioning Authority:
  - 1. That all specified functions and features are set up, debugged and fully operable.
  - 2. That scheduling features are fully functional and setup, including holidays.
  - 3. That all graphic screens and value readouts are completed.
  - 4. Correct date and time setting in central computer.
  - 5. That field panels read the same time as the central computer; sample 10 percent of field panels; if any of those fail, sample another 10 percent; if any of those fail test all remaining units at no extra cost to Owner.
  - 6. Functionality of field panels using local operator keypads and local ports (plug-ins) using portable computer/keypad; demonstrate 100 percent of panels and 10 percent of ports; if any ports fail, sample another 10 percent; if any of those fail, test all remaining units at no extra cost to Owner.
  - 7. Power failure and battery backup and power-up restart functions.
  - 8. Global commands features.
  - 9. Security and access codes.
  - 10. Occupant over-rides (manual, telephone, key, keypad, etc.).
  - 11. O&M schedules and alarms.
  - 12. Occupancy sensors and controls.
  - 13. All control strategies and sequences not tested during controlled equipment testing.

- H. If the control system, integral control components, or related equipment do not respond to changing conditions and parameters appropriately as expected, as specified and according to acceptable operating practice, under any of the conditions, sequences, or modes tested, correct all systems, equipment, components, and software required at no additional cost to Owner.

### **3.05 OPERATION AND MAINTENANCE MANUALS**

- A. See Section 01 7800 for additional requirements.
- B. Add design intent documentation furnished by Architect to manuals prior to submission to Owner.
- C. Submit manuals related to items that were commissioned to Commissioning Authority for review; make changes recommended by Commissioning Authority.
- D. Commissioning Authority will add commissioning records to manuals after submission to Owner.

### **3.06 DEMONSTRATION AND TRAINING**

- A. See Section 01 7900 for additional requirements.
- B. Demonstrate operation and maintenance of HVAC system to Owner's personnel; if during any demonstration, the system fails to perform in accordance with the information included in the O&M manual, stop demonstration, repair or adjust, and repeat demonstration. Demonstrations may be combined with training sessions if appropriate.
- C. These demonstrations are in addition to, and not a substitute for, Prefunctional Checklists and demonstrations to the Commissioning Authority during Functional Testing.
- D. Provide classroom and hands-on training of Owner's designated personnel on operation and maintenance of the HVAC system, control system, and all equipment items indicated to be commissioned. Provide the following minimum durations of training:
- E. TAB Review: Instruct Owner's personnel for minimum 8 hours, after completion of TAB, on the following:
  - 1. Review final TAB report, explaining the layout and meanings of each data type.
  - 2. Discuss any outstanding deficient items in control, ducting or design that may affect the proper delivery of air or water.
  - 3. Identify and discuss any terminal units, duct runs, diffusers, coils, fans and pumps that are close to or are not meeting their design capacity.
  - 4. Discuss any temporary settings and steps to finalize them for any areas that are not finished.
  - 5. Other salient information that may be useful for facility operations, relative to TAB.
- F. HVAC Control System Training: Perform training in at least three phases:
  - 1. Phase 1 - Basic Control System: Provide minimum of 8 hours of actual training on the control system itself. Upon completion of training, each attendee, using appropriate documentation, should be able to perform elementary operations and describe general hardware architecture and functionality of the system.
    - a. This training may be held on-site or at the manufacturer's facility.
    - b. If held off-site, the training may occur prior to final completion of the system installation.
    - c. For off-site training, Contractor shall pay expenses of up to two attendees.
  - 2. Phase 2 - Integrating with HVAC Systems: Provide minimum of 8 hours of on-site, hands-on training after completion of Functional Testing. Include instruction on:
    - a. The specific hardware configuration of installed systems in this facility and specific instruction for operating the installed system, including interfaces with other systems, if any.
    - b. Security levels, alarms, system start-up, shut-down, power outage and restart routines, changing setpoints and alarms and other typical changed parameters, overrides, freeze protection, manual operation of equipment, optional control strategies that can be considered, energy savings strategies and set points that if changed will adversely affect energy consumption, energy accounting, procedures for obtaining vendor assistance, etc.
    - c. Trend logging and monitoring features (values, change of state, totalization, etc.), including setting up, executing, downloading, viewing both tabular and graphically and printing trends; provide practice in setting up trend logging and monitoring during training session.

- d. Every display screen, allowing time for questions.
  - e. Point database entry and modifications.
- 3. Phase 3 - Post-Occupancy: Six months after occupancy conduct minimum of 8 hours of training. Tailor training session to questions and topics solicited beforehand from Owner. Also be prepared to address topics brought up and answer questions concerning operation of the system.
- G. Provide the services of manufacturer representatives to assist instructors where necessary.
- H. Provide the services of the HVAC controls instructor at other training sessions, when requested, to discuss the interaction of the controls system as it relates to the equipment being discussed.

**END OF SECTION**

**SECTION 23 0913**  
**INSTRUMENTATION AND CONTROL DEVICES FOR HVAC**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Air Supply System:
  - 1. Particle filters.
  - 2. Airborne oil filters.
- B. Control panels.
- C. Control Valves:
  - 1. Ball valves and actuators.
  - 2. Electronic operators.
- D. Dampers.
- E. Damper Operators:
  - 1. Electric operators.
- F. Input/Output Sensors:
  - 1. Temperature sensors.
  - 2. Damper position indicators.
  - 3. Carbon monoxide sensors.
  - 4. Carbon dioxide sensors.
- G. Thermostats:
  - 1. Electric room thermostats.
  - 2. Room thermostat accessories.
  - 3. Outdoor reset thermostats.
- H. Flow Sensors:
  - 1. Insertion turbine meters.
  - 2. Positive displacement flow meters.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0583 - Wiring Connections: Electrical characteristics and wiring connections.
- B. Section 26 2726 - Wiring Devices: Elevation of exposed components.

**1.03 REFERENCE STANDARDS**

- A. AMCA 500-D - Laboratory Methods of Testing Dampers for Rating; 2012.
- B. ANSI C12.1 - Electric Meters - Code for Electricity Metering; 2016.
- C. ANSI/FCI 70-2 - Control Valve Seat Leakage; 2013.
- D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- E. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide description and engineering data for each control system component. Include sizing as requested. Provide data for each system component and software module.

**PART 2 PRODUCTS**

**2.01 EQUIPMENT - GENERAL**

- A. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.



## **2.02 AIR SUPPLY SYSTEM**

- A. Particle Filters:
- B. Airborne Oil Filters:
  - 1. Rated for service with filtration efficiencies of 99.9 percent for particles of 0.025 micron or larger particles of airborne lubricating oil.

## **2.03 CONTROL PANELS**

- A. Unitized cabinet type for each system under automatic control with relays and controls mounted in cabinet and temperature indicators, pressure gauges, pilot lights, push buttons and switches flush on cabinet panel face.
- B. NEMA 250, general purpose utility enclosures with enameled finished face panel.

## **2.04 CONTROL VALVES**

- A. Ball Valves and Actuators:
  - 1. Service: Use for brine (30 percent glycol), chilled water, hot water, or steam at 15 to 25 psig (104.4 to 172.4).
  - 2. Flow Characteristic: Include 2-way and 3-way diverting operation configured to fail normally closed (NC).
  - 3. Replacements in Kind: Provide pressure-independent type.
  - 4. Rangeability: 500 to 1.
  - 5. ANSI Rating: Class 150.
  - 6. Leakage: Class IV (0.1 percent of rated capacity) per ANSI/FCI 70-2.
  - 7. Body Size:
    - a. Service Temperature:
      - 1) Fluid Side: 0 to 284 degrees F (0 to 140 degrees C) liquid or 25 psig (172.4 kPa) steam.
      - 2) Ambient Side: From minus 4 to 122 degrees F (minus 20 to 50 degrees C).
  - 8. Actuator Requirements:
    - a. Assembly: Factory-mounted.
    - b. Input: 0 to 5 VDC configured for proportional control.
    - c. Accessories: Provide with valve position indicator and manual override.

## **2.05 DAMPERS**

- A. Performance: Test in accordance with AMCA 500-D.
- B. Frames: Galvanized steel, welded or riveted with corner reinforcement, minimum 12 gauge, 0.1046 inch (2.66 mm).
- C. Blades: Galvanized steel, maximum blade size 8 inches (200 mm) wide, 48 inches (1200 mm) long, minimum 22 gauge, 0.0299 inch (0.76 mm), attached to minimum 1/2 inch (13 mm) shafts with set screws.

## **2.06 DAMPER OPERATORS**

- A. General: Provide smooth proportional control with sufficient power for air velocities 20 percent greater than maximum design velocity and to provide tight seal against maximum system pressures. Provide spring return for two position control and for fail safe operation.

## **2.07 INPUT/OUTPUT SENSORS**

- A. Temperature Sensors:
  - 1. Use thermistor or RTD type temperature sensing elements with characteristics resistant to moisture, vibration, and other conditions consistent with the application without affecting accuracy and life expectancy.
- B. Carbon Dioxide Sensors, Duct and Wall:
  - 1. General: Provide non-dispersive infrared (NDIR), diffusion sampling CO2 sensors with integral transducers and linear output.

## **2.08 THERMOSTATS**

- A. Outdoor Reset Thermostats:
  - 1. Remote bulb or bimetal rod and tube type, proportioning action with adjustable throttling range, adjustable setpoint.
  - 2. Scale range: Minus 10 to 70 degrees F (2 to 35 degrees C).

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that systems are ready to receive work.
- C. Beginning of installation means installer accepts existing conditions.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Check and verify location of thermostats with plans and room details before installation. Locate 60 inches (1500 mm) above floor. Align with lighting switches and humidistats. Refer to Section 26 2726.
- C. Provide conduit and electrical wiring in accordance with Section 26 0583. Electrical material and installation shall be in accordance with appropriate requirements.

**END OF SECTION**

**SECTION 23 0993**  
**SEQUENCE OF OPERATIONS FOR HVAC CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. This section defines the manner and method by which controls function. Requirements for each type of control system operation are specified. Equipment, devices, and system components required for control systems are specified in other sections.
- B. Sequence of operation for:
  - 1. Heating coils.
  - 2. Heating water zone control.

**1.02 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Sequence of Operation Documentation: Submit written sequence of operation for entire HVAC system and each piece of equipment.
  - 1. Preface: 1 or 2 paragraph overview narrative of the system describing its purpose, components and function.
  - 2. State each sequence in small segments and give each segment a unique number for referencing in Functional Test procedures; provide a complete description regardless of the completeness and clarity of the sequences specified in Contract Documents.
  - 3. Include at least the following sequences:
    - a. Start-up.
    - b. Warm-up mode.
    - c. Normal operating mode.
    - d. Unoccupied mode.
    - e. Shutdown.
    - f. Capacity control sequences and equipment staging.
    - g. Temperature and pressure control, such as setbacks, setups, resets, etc.
- C. Control System Diagrams: Submit graphic schematic of the control system showing each control component and each component controlled, monitored, or enabled.
  - 1. Label with settings, adjustable range of control and limits.
- D. Points List: Submit list of all control points indicating at least the following for each point.
  - 1. Name of controlled system.
  - 2. Point abbreviation.
  - 3. Point description; such as dry bulb temperature, airflow, etc.
  - 4. Display unit.
  - 5. Control point or setpoint (Yes / No); i.e. a point that controls equipment and can have its setpoint changed.
  - 6. Monitoring point (Yes / No); i.e. a point that does not control or contribute to the control of equipment but is used for operation, maintenance, or performance verification.
- E. Project Record Documents: Record actual locations of components and setpoints of controls, including changes to sequences made after submission of shop drawings.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 HEATING COILS**

- A. Single temperature thermostat set at 75 degrees F (24 degrees C) maintains constant space temperature during the day and 15 degrees F cooler at night (during the day and 8 degrees C cooler at night) by modulating two-way control heating valve with spring range of 3 to 7 psig (with spring range of 20 to 48 kPa).

### **3.02 HEATING WATER ZONE CONTROL**

- A. Control heating water supply temperature set at 180 degrees F (82 degrees C) in accordance with outdoor reset schedule by modulating heating water control valve.

**END OF SECTION**

**SECTION 23 0995**  
**BACNET BUILDING AUTOMATION SYSTEM**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The General Provisions of the Contract, including General, Supplementary, and Special Conditions, and Division 1 - General Requirements, apply to work specified in this section. Subcontractor must familiarize himself with the terms of the above documents.

**1.02 QUALIFICATIONS OF BIDDER**

- A. All bidders must be building automation contractors in the business of installing direct digital control building automation systems for a minimum of 3 years.
- B. All bidders must have a service and installation office in the (city name) area.
- C. All bidders must be authorized distributors or branch offices of the manufacturers specified.
- D. All bidders must have a trained staff of application engineers, who have been certified by the manufacturer in the configuration, programming and service of the automation system.
- E. The following bidders have been pre-qualified:
- F. **Andover Controls Corporation**
- G. Or as approved by Owners.

**1.03 SCOPE OF WORK**

- A. The Contractor shall furnish and install a complete building automation system including all necessary hardware and all operating and applications software necessary to perform the control sequences of operation as called for in this specification. All components of the system - workstations, application controllers, unitary controllers, etc. shall communicate using the BACnet protocol, as defined by ASHRAE Standard 135-2012. No gateways shall be used for communication to controllers furnished under this section. At a minimum, provide controls for the following:
  - 1. Air handling units
  - 2. Return air fans
  - 3. Exhaust and supply fans
  - 4. Boilers including hot water pumps
  - 5. Refrigerant leak detection system
  - 6. Smoke evacuation sequence of AHUs and return fans including smoke control dampers and fire command override panel.
  - 7. Finned tube radiation control
  - 8. Cabinet unit heater controls
  - 9. Power wiring to DDC devices, smoke control dampers and BAS panels.
- B. Except as otherwise noted, the control system shall consist of all Ethernet Network Controllers, Standalone Digital Control Units, workstations, software, sensors, transducers, relays, valves, dampers, damper operators, control panels, and other accessory equipment, along with a complete system of electrical interlocking wiring to fill the intent of the specification and provide for a complete and operable system. Except as otherwise specified, provide operators for equipment such as dampers if the equipment manufacturer does not provide these. Coordinate requirements with the various Contractors.
- C. The BAS contractor shall review and study all HVAC drawings and the entire specification to familiarize himself with the equipment and system operation and to verify the quantities and types of dampers, operators, alarms, etc. to be provided.
- D. All interlocking, wiring and installation of control devices associated with the equipment listed below shall be provided under this Contract. When the BAS system is fully installed and operational, the BAS Contractor and representatives of the Owner will review and check out the system. At that time, the BAS contractor shall demonstrate the operation of the system and prove that it complies with the intent of the drawings and specifications.

- E. Provide services and manpower necessary for commissioning of system in coordination with the HVAC Contractor, Balancing Contractor and Owner's representative.
- F. All work performed under this section of the specifications will comply with all codes, laws and governing bodies. If the drawings and/or specifications are in conflict with governing codes, the Contractor shall submit a proposal with appropriate modifications to the project to meet code restrictions. If this specification and associated drawings exceed governing code requirements, the specification will govern. The Contractor shall obtain and pay for all necessary construction permits and licenses.

#### **1.04 TRAINING**

- A. Provide a minimum of (40) hours of on-site training for (3) system operators. The training will be hands-on type at the owner's office. The training class will use the actual Operator's Manual that will be submitted for this project. In addition provide (2) weeks of classroom training for one individual at the Manufacturer's sponsored training courses.
- B. System Description
  - 1. The Building Automation System (BAS) shall be designed in strict accordance with ASHRAE's BACnet standard, 135-2012, to provide interoperability between different building subsystems. The system shall also provide a graphical, web-based operator interface that allows for instant access to any system through a standard browser.
  - 2. The system shall use BACnet network types and protocols exclusively. Non-BACnet-based systems are not acceptable. The contractor must provide PC-based programming workstations, operator workstations and microcomputer controllers of modular design providing distributed processing capability, and allowing future expansion of both input/output points and processing/control functions. Contractor must provide manufacturer's Protocol Implementation Conformance Statement (PICS) for workstation software and every controller model that are installed.

#### **1.05 FOR THIS PROJECT THE SYSTEM SHALL CONSIST OF THE FOLLOWING COMPONENTS:**

- A. Administration and Programming Workstation(s).
  - 1. The BAS Contractor shall furnish (qty) Administration and Programming Workstation Computers and (qty) printer(s) as described in Part 2 of the specification. These workstations must be running the standard workstation software developed and tested by the manufacturer of the network controllers and the standalone controllers. No third party front-end workstation software will be acceptable. Workstations must conform to the B-OWS BACnet device profile.
- B. Web-Based Operator Workstations
  - 1. The BAS Contractor shall furnish licenses for (qty) concurrent users to the BAS system. Web-based users shall have access to all system points and graphics, shall be able to receive and acknowledge alarms, and shall be able to control setpoints and other parameters. A central web server shall be provided to manage the web-based users. The web-based interface must conform to the B-OWS BACnet device profile.
- C. Ethernet-based Network Router and/or Controller(s).
  - 1. The BAS Contractor shall furnish (qty) Ethernet-based network controllers as described in Part 2 of the specification. These controllers will connect directly to the Operator Workstation over Ethernet, using the BACnet/IP protocol at a minimum of 100mbps, and provide communication to the Standalone Digital Control Units and/or other Input/Output Modules. Network Controllers shall conform to BACnet device profile B-BC. Network controllers that utilize RS232 serial communications or ARCNET to communicate with the workstations will not be accepted.
  - 2. Network Controllers shall be tested and certified by the BACnet Testing Laboratory (BTL) as Building Controllers (B-BC).
- D. Standalone Digital Control Units (SDCUs).
  - 1. Provide the necessary quantity and types of SDCUs to meet the requirements of the project for mechanical equipment control including air handlers, central plant control, and terminal unit control. Each SDCU will operate completely standalone, containing all of the I/O and programs to control its associated equipment. Each SDCU shall conform to the BACnet device profile B-AAC.

2. SDCUs shall be tested and certified by the BACnet Testing Laboratory (BTL) as Advanced Application Controllers (B-AAC).

#### 1.06 WORK BY OTHERS

- A. The BAS Contractor shall cooperate with other contractors performing work on this project necessary to achieve a complete and neat installation. To that end, each contractor shall consult the drawings and specifications for all trades to determine the nature and extent of others' work.
- B. The BAS Contractor shall furnish all control valves, sensor wells, flow meters and other similar equipment for installation by the Mechanical Contractor.
- C. The BAS Contractor shall provide field supervision to the designated contractor for the installation of the following:
  1. Automatic control dampers
- D. The Electrical Contractor shall provide:
  1. All power wiring to motors, heat trace, junction boxes for power to BAS panels.
  2. Furnish smoke detectors and wire to the building fire alarm system. HVAC Contractor to mount devices. BAS Contractor to hardwire to fan shut down.
  3. Auxiliary contact (pulse initiator) on the electric meter for central monitoring of kWh and KW. Electrical Contractor shall provide the pulse rate for remote readout to the BAS. BAS contractor to coordinate this with the electrical contractor.

#### 1.07 CODE COMPLIANCE

- A. Provide BAS components and ancillary equipment, which are UL-916 listed and labeled.
- B. All equipment or piping used in conditioned air streams, spaces or return air plenums shall comply with NFPA 90A Flame/Smoke/Fuel contribution rating of 25/50/0 and all applicable building codes or requirements.
- C. All wiring shall conform to the National Electrical Code.
- D. All smoke dampers shall be rated in accordance with UL 555S.
- E. Comply with FCC rules, Part 15 regarding Class A radiation for computing devices and low power communication equipment operating in commercial environments.
- F. Comply with FCC, Part 68 rules for telephone modems and data sets.
- G. Submittals
  1. All shop drawings shall be prepared in Visio Professional or AutoCAD software. In addition to the drawings, the Contractor shall furnish a CD containing the identical information. Drawings shall be B size or larger.
  2. Shop drawings shall include a riser diagram depicting locations of all controllers and workstations, with associated network wiring. Also included shall be individual schematics of each mechanical system showing all connected points with reference to their associated controller. Typical will be allowed where appropriate.
  3. Submittal data shall contain manufacturer's data on all hardware and software products required by the specification. Valve, damper and air flow station schedules shall indicate size, configuration, capacity and location of all equipment.
  4. Software submittals shall contain narrative descriptions of sequences of operation, program listings, point lists, and a complete description of the graphics, reports, alarms and configuration to be furnished with the workstation software. Information shall be bound or in a three ring binder with an index and tabs.
  5. Submit five (2) copies of submittal data and shop drawings to the Engineer for review prior to ordering or fabrication of the equipment. The Contractor prior to submitting shall check all documents for accuracy.
  6. The Engineer will make corrections, if required, and return to the Contractor. The Contractor will then resubmit with the corrected or additional data. This procedure shall be repeated until all corrections are made to the satisfaction of the Engineer and the submittals are fully approved.

## **1.08 SYSTEM STARTUP & COMMISSIONING**

- A. Each point in the system shall be tested for both hardware and software functionality. In addition, each mechanical and electrical system under control of the BAS will be tested against the appropriate sequence of operation specified herein. Successful completion of the system test shall constitute the beginning of the warranty period. A written report will be submitted to the owner indicating that the installed system functions in accordance with the plans and specifications.
- B. The BAS contractor shall commission and set in operating condition all major equipment and systems, such as the chilled water, hot water and all air handling systems, in the presence of the equipment manufacturer's representatives, as applicable, and the Owner and Architect's representatives.
- C. The BAS Contractor shall provide all manpower and engineering services required to assist the HVAC Contractor and Balancing Contractor in testing, adjusting, and balancing all systems in the building. The BAS Contractor shall have a trained technician available on request during the balancing of the systems. The BAS Contractor shall coordinate all requirements to provide a complete air balance with the Balancing Contractor and shall include all labor and materials in his contract.

## **1.09 TRAINING**

- A. The BAS Contractor shall provide both on-site and classroom training to the Owner's representative and maintenance personnel per the following description:
- B. On-site training shall consist of a minimum of (40) hours of hands-on instruction geared at the operation and maintenance of the systems. The curriculum shall include
  - 1. System Overview
  - 2. System Software and Operation
    - a. System access
    - b. Software features overview
    - c. Changing setpoints and other attributes
    - d. Scheduling
    - e. Editing programmed variables
    - f. Displaying color graphics
    - g. Running reports
    - h. Workstation maintenance
    - i. Application programming
    - j. Operational sequences including start-up, shutdown, adjusting and balancing.
    - k. Equipment maintenance.
- C. Classroom training will include a minimum of (1) training slot for two weeks of course material covering workstation operation and controller programming.

## **1.10 OPERATING AND MAINTENANCE MANUALS**

- A. The operation and maintenance manuals shall contain all information necessary for the operation, maintenance, replacement, installation, and parts procurement for the entire BAS. This documentation shall include specific part numbers and software versions and dates. A complete list of recommended spare parts shall be included with the leadtime and expected frequency of use of each part clearly identified.
- B. Following project completion and testing, the BAS contractor will submit as-built drawings reflecting the exact installation of the system. The as-built documentation shall also include a copy of all application software both in written form and on diskette.

## **1.11 WARRANTY**

- A. The BAS contractor shall warrant the system for 12 months after system acceptance and beneficial use by the owner. During the warranty period, the BAS contractor shall be responsible for all necessary revisions to the software as required to provide a complete and workable system consistent with the letter and intent of the Sequence of Operation section of the specification.
- B. Updates to the manufacturer's software shall be provided at no charge during the warranty period.



## **PART 2 - PRODUCTS**

### **2.01 SYSTEM ARCHITECTURE**

#### **A. General**

1. The Building Automation System (BAS) shall consist of Network Router/Controllers (NRCs), a family of Standalone Digital Control Units (SDCUs), Administration and Programming Workstations (APWs), Web-based Operator Workstations (WOWs), and one File Server to support system configurations where more than three operator workstations are required. The BAS shall provide control, alarm detection, scheduling, reporting and information management for the entire facility, and Wide Area Network (WAN) if applicable, from a single ODBC-compliant database.
2. The system shall be designed with a top-level 10/100bT Ethernet network, using the BACnet/IP protocol. A sub-network using the BACnet MS/TP protocol, with a minimum of 76.8kb speed, shall connect the local, stand-alone controllers with Ethernet-level controller/routers. The use of ARCNET, LONworks, RS-232 serial communications, or BACnet Ethernet for these controllers is prohibited.
3. Level 1 Network Description
  - a. Level 1, the main backbone of the system, shall be an Ethernet 10/100bT LAN/WAN, using BACnet/IP as the communications protocol. Network Router/Controllers, Operator Workstations, and the Central File Server shall connect directly to this network without the need for Gateway devices.
4. Level 2 Network Description
  - a. Level 2 of the system shall consist of one or more BACnet MS/TP field buses managed by the Network Router/Controllers. Minimum speed shall be 76.8kbps. The Level 2 field bus consists of an RS485, token passing bus that supports up to 127 Standalone Digital Control Units (SDCUs) for operation of HVAC equipment and lighting

#### **B. BAS LAN Segmentation**

1. The BAS shall be capable of being segmented, through software, into multiple local area networks (LANs) distributed over a wide area network (WAN), sharing a single file server. This enables workstations to manage a single LAN (or building), and/or the entire system with all devices being assured of being updated by and sharing the most current database. In the case of a single workstation system, the workstation shall contain the entire database - with no need for a separate file server.

#### **C. Standard Network Support**

1. All NRCs, Workstation(s) and File Server shall be capable of residing directly on the owner's Ethernet TCP/IP LAN/WAN with no required gateways. Furthermore, the NRC's, Workstation(s) and File Server shall be capable of using standard, commercially available, off-the-shelf Ethernet infrastructure components such as routers, switches and hubs. With this design the owner may utilize the investment of an existing or new enterprise network or structured cabling system. This also allows the option of the maintenance of the LAN/WAN to be performed by the owner's Information Systems Department as all devices utilize standard TCP/IP components.

#### **D. System Expansion**

1. The BAS system shall be scalable and expandable at all levels of the system using the same software interface, and the same Level 1 and Level 2 controllers. Systems that require replacement of either the workstation software or field controllers in order to expand the system shall not be acceptable.
2. The BAS shall be expandable to include Security and Access Control functions at any time in the future with no additional workstations, front-end software or Level 1 controllers required. Ethernet-based security/card access controllers shall be able to be added to the existing Level 1 network, to perform security and card access applications. In this way, an owner's existing investment in wiring infrastructure may be leveraged and the cost and inconvenience of adding new field bus wiring will be minimized.
3. Additionally, an integrated video badging option must be able to be included with no additional workstations required. This photo ID option must share the same database as the BAS in order to eliminate the need for updating multiple databases.

4. Additional web-based operator licenses shall added in the field through an upgrade of the web server's security key, with no re-programming required.
  5. The system shall use the same application programming language for all levels: Operator Workstation, Network Router/Controller, and Standalone Digital Control Unit. Furthermore, this single programming language shall be used for all applications: environmental control, card access control, intrusion detection and security, lighting control, leak detection / underground storage tank monitoring, and digital data communication interfaces to third party microprocessor-based devices.
- E. Support For Open Systems Protocols
1. All hardware and software included under this section shall conform to BACnet standard 135-2001, to promote interoperability between building subsystems. Additionally, the BAS design must include solutions for the integration of the following "open systems" protocols: LonTalk®, Modbus, and digital data communication to third party microprocessors such as chiller controllers, fire panels and variable frequency drives (VFDs).
  2. The system shall also provide the ability to program custom ASCII communication drivers, that will reside in a BACnet Gateway, for communication to third party systems and devices. These drivers will provide real time monitoring and control of the third party systems. Once programmed, these data points shall be monitored and controlled in exactly the same manner as native BAS data points.

## **2.02 NETWORK ROUTER/CONTROLLERS (NRCS)**

### **A. General**

1. Network Router Controllers shall combine both network routing functions and control functions into a single unit. NRC's shall route communications between the BACnet/IP network and the BACnet MS/TP field network. They shall also be responsible for monitoring and controlling their own HVAC equipment such as an AHU or boiler. A sufficient number of NRCs shall be supplied to fully meet the requirements of this specification and the attached point list.
2. Each NRC shall be classified as a "native" BACnet device, supporting the BACnet Building Controller (B-BC) profile. Controllers that support a lesser profile such as B-SA are not acceptable. NRCs shall be tested and certified by the BACnet Testing Laboratory (BTL) as Advanced Application Controllers (B-BC).

### **B. Hardware Specifications**

1. Memory:
  - a. Both the operating system of the controller, plus the application program for the controller, shall be stored in non-volatile, FLASH memory. Controllers shall contain enough memory for the current application, plus required history logging, plus a minimum of 20% additional free memory.
2. Communication Ports:
  - a. Each NRC shall provide communication to both the Workstation(s) and the field buses. An on-board 10/100bT Ethernet port shall be provided, as well as a RS-485 port for communications to a maximum of 127 MS/TP devices.
3. Modular Expandability:
  - a. The system shall employ a modular I/O design to allow easy expansion. Input and output capacity is to be provided through plug-in modules of various types. It shall be possible to combine I/O modules as desired to meet the I/O requirements for individual control applications.
4. Hardware Override Switches:
  - a. All digital outputs shall include three position manual override switches to allow selection of the ON, OFF, or AUTO output state. These switches shall be built into the unit and shall provide feedback to the controller so that the position of the override switch can be obtained through software. In addition each analog output shall be equipped with an override potentiometer to allow manual adjustment of the analog output signal over its full range, when the 3 position manual override switch is placed in the ON position.
5. Local Status Indicator Lamps:

- a. Provide as a minimum LED indication of CPU status, Ethernet LAN status, and field bus status. For each output, provide LED indication of the value of the output (On/Off). For each output module provide an LED which gives a visual indication of whether any outputs on the module are manually overridden.
  6. Real Time Clock (RTC):
    - a. Each NRC shall include a battery-backed, real time clock, accurate to 10 seconds per day. The RTC shall provide the following: time of day, day, month, year, and day of week. The system shall automatically correct for daylight savings time and leap years and be Year 2000 compliant.
  7. Power Supply:
    - a. The power supply for the NRCs shall be auto sensing, 24Vac/10-40Vdc power, with a tolerance of +/- 20%. Line voltage below the operating range of the system shall be considered outages. The controller shall contain over voltage surge protection, and require no additional AC power signal conditioning.
  8. Automatic Restart After Power Failure:
    - a. Upon restoration of power after an outage, the NRC shall automatically and without human intervention: update all monitored functions; resume operation based on current, synchronized time and status, and implement special start-up strategies as required.
  9. Battery backup:
    - a. The NRC shall include an on-board battery to back up the controller's RAM memory. The battery shall provide accumulated backup of all RAM and clock functions for at least 30 days. In the case of a power failure, the NRC shall first try to restart from the RAM memory. If that memory is corrupted or unusable, then the NRC shall restart itself from its application program stored in its FLASH memory.
- C. Software Specifications
  1. General:
    - a. The NRC shall contain FLASH memory to store both the resident operating system AND the application software. There will be no restrictions placed on the type of application programs in the system. Each NRC shall be capable of parallel processing, executing all control programs simultaneously. Any program may affect the operation of any other program. Each program shall have the full access of all I/O facilities of the processor. This execution of control function shall not be interrupted due to normal user communications including interrogation, program entry, printout of the program for storage, etc.
  2. User Programming Language:
    - a. The application software shall be user programmable. This includes all strategies, sequences of operation, control algorithms, parameters, and setpoints. The source program shall be English language-based and programmable by the user. The language shall be structured to allow for the easy configuration of control programs, schedules, alarms, reports, telecommunications, local displays, mathematical calculations, passwords, and histories. The language shall be self-documenting. Users shall be able to place comments anywhere in the body of a program. Program listings shall be configurable by the user in logical groupings.
    - b. Controllers that use a "canned" program method will not be accepted.
- D. Control Software:
  1. The NRC shall have the ability to perform the following pre-tested control algorithms:
  2. Proportional, Integral plus Derivative Control (PID)
  3. Self Tuning PID
  4. Two Position Control
  5. Digital Filter
  6. Ratio Calculator
  7. Equipment Cycling Protection
  8. Mathematical Functions:
    - a. Each controller shall be capable of performing basic mathematical functions (+, -, \*, /), squares, square roots, exponential, logarithms, Boolean logic statements, or combinations of

- both. The controllers shall be capable of performing complex logical statements including operators such as >, <, =, and, or, exclusive or, etc. These must be able to be used in the same equations with the mathematical operators and nested up to five parentheses deep.
9. Energy Management Applications:
    - a. NRCs shall have the ability to perform any or all of the following energy management routines:
    - b. Time of Day Scheduling
    - c. Calendar Based Scheduling
    - d. Holiday Scheduling
    - e. Temporary Schedule Overrides
    - f. Optimal Start
    - g. Optimal Stop
    - h. Night Setback Control
    - i. Enthalpy Switchover (Economizer)
    - j. Peak Demand Limiting
    - k. CFM Tracking
    - l. Heating/Cooling Interlock
    - m. Free Cooling
    - n. Hot Water Reset
  10. History Logging:
    - a. Each controller shall be capable of LOCALLY logging any input, output, calculated value or other system variable over user defined time intervals ranging from 1 second to 1440 minutes. Any system can be logged in history. A minimum of 1000 values shall be stored in each log. Each log can record either the instantaneous, average, minimum or maximum value of the point. Logged data shall be downloadable to the Operator Workstation for long term archiving based upon user-defined time intervals, or manual command.
  11. Alarm Management:
    - a. For each system point, alarms can be created based on high/low limits or conditional expressions. All alarms will be tested each scan of the NRC and can result in the display of one or more alarm messages or reports.
    - b. Up to 8 alarms can be configured for each point in the controller.
    - c. Alarms will be generated based on their priority. A minimum of 255 priority levels shall be provided.
    - d. If communication with the Operator Workstation is temporarily interrupted, the alarm will be time-stamped and buffered in the NRC. When communications return, the alarm will be transmitted to the Operator Workstation if the point is still in the alarm. condition.
    - e. Alarms must be capable of being routed to any BACnet workstation that conforms to the B-OWS device profile and uses the BACnet/IP protocol.
  12. Local Keypad/Display:
    - a. For each NRC, provide a local display of at least 4 lines, providing current display of all critical inputs and outputs that the NRC is controlling. Provide a keypad such that an operator can log on, scroll through point values, and change setpoints that are changeable. The keypad/display must be capable of being mounted either on the controller, or on a control panel door.
  13. 2.4.6 Embedded Web Server
  14. Each NRC must have the ability to serve out customized web pages containing any desired I/O values from the entire BAS.

### 2.03 STANDALONE DIGITAL CONTROL UNITS (SDCUS)

- A. General:
  1. Standalone Digital Control Units shall provide control of HVAC and lighting, including air handling units, rooftop units, variable air volume boxes, unit ventilators, and other mechanical equipment. Each controller shall be fully programmable, contain its own control programs and will continue to operate in the event of a failure or communication loss to its associated NRC. Each

SDCU provided must be a “native” BACnet device, supporting the BACnet Advanced Application Controller (B-AAC) profile. Controllers that support a lesser profile such as B-SA are not acceptable. SDCUs shall be tested and certified by the BACnet Testing Laboratory (BTL) as Advanced Application Controllers (B-AAC).

- B. Memory:
  - 1. Both the operating system of the controller, plus the application program for the controller, shall be stored in non-volatile, FLASH memory. Controllers shall contain enough memory for the current application, plus required history logging, plus a minimum of 20% additional free memory.
- C. Communication Ports:
  - 1. SDCUs shall have a RS-485 communication port to the BACnet MS/TP field bus, operating at a speed of at least 76.8kbps.
- D. Input/Output:
  - 1. Each SDCU shall have enough inputs and outputs to meet the application’s required point count. Each SDCU shall support universal inputs, whereas any input may be software-defined as:
  - 2. Digital Inputs for status/alarm contacts
  - 3. Counter Inputs for summing pulses from meters.
  - 4. Thermistor Inputs for measuring temperatures in space, ducts and thermowells.
  - 5. Analog inputs for pressure, humidity, flow and position measurements.
  - 6. SDCU’s must support both digital and analog output types:
  - 7. Digital Outputs for on/off equipment control.
  - 8. Analog Outputs for valve and damper position control, and capacity control of primary equipment.
- E. Expandability:
  - 1. For larger controllers (16 base inputs and up), provide input and output expansion through the use of plug-in modules. At least two I/O modules must be capable of being added to the base SDCU.
- F. Hardware Override Switches:
  - 1. All digital outputs on air handling unit controllers shall include three position manual override switches to allow selection of the ON, OFF, or AUTO output state. These switches shall be built into the unit and shall provide feedback to the controller so that the position of the override switch can be obtained through software. In addition each analog output on air handling unit controllers shall be equipped with an override potentiometer to allow manual adjustment of the analog output signal over its full range, when the 3 position manual override switch is placed in the ON position.
- G. Room Sensor Support:
  - 1. The SDCU shall support a basic room thermistor in plain plastic cover; a room sensor with override and setpoint adjust slider; and, a sensor with a one-line display and 6-button keypad. The display sensor shall be able to display the current temperature, setpoint, outside air temperature, relative humidity and setpoint, occupancy mode, and CFM of the individual zone.
- H. Networking:
  - 1. Each SDCU will be able to exchange information on a peer to peer basis with other Standalone Digital Control Units, according to the BACnet MS/TP protocol. Each SDCU shall be capable of storing and referencing global variables (on the LAN) with or without any workstations online. Each SDCU shall be able to have its program viewed and/or enabled/disabled through a workstation connected to an NRC.
- I. Indicator Lamps:
  - 1. SDCUs will have as a minimum, LED indication of CPU status, and field bus status.
- J. Real Time Clock (RTC):
  - 1. All SDCUs shall have a real time clock in either hardware or software. The accuracy shall be within 10 seconds per day. The RTC shall provide the following information: time of day, day, month, year, and day of week. Each SDCU shall receive a signal, every hour, over the network from the NRC, which synchronizes all SDCU real time clocks.
- K. Automatic Restart After Power Failure:

1. Upon restoration of power, the SDCU shall automatically and without human intervention, update all monitored functions, resume operation based on current, synchronized time and status, and implement special start-up strategies as required.
- L. Battery Back Up:
  1. All SDCUs shall store all programming in non-volatile FLASH memory. All SDCUs except terminal controllers shall include an on-board lithium battery to back up the controller's RAM memory. The battery shall have a shelf life of over 10 years, and provide accumulated backup of all RAM and clock functions for at least 3 years. In the case of a power failure, the SDCU shall first try to restart from the RAM memory. If that memory is corrupted or unusable, then the SDCU shall restart itself from its application program stored in its FLASH memory.
- M. Software - General.
  1. The SDCU shall contain FLASH memory to store both the resident operating system AND the application software. There will be no restrictions placed on the type of application programs in the system. Each SDCU shall be capable of parallel processing, executing all control programs simultaneously. Any program may affect the operation of any other program. Each program shall have the full access of all I/O facilities of the processor. This execution of control function shall not be interrupted due to normal user communications including interrogation, program entry, printout of the program for storage, etc.
    - (n) User Programming Language:
      - A. The application software shall be user programmable, using the same language as that defined for Network Router/Controllers. Controllers that use a "canned" program method will not be accepted.
      - B. Control Software, Mathematical Functions, and Energy Management Applications must be identical to that which is provided with the Network Router/Controller.

#### **2.03.15 HISTORY LOGGING:**

- A. Each controller shall be capable of LOCALLY logging any input, output, calculated value or other system variable over user defined time intervals ranging from 1 second to 1440 minutes. Any system can be logged in history. A minimum of 1000 values shall be stored in each log. Each log can record either the instantaneous, average, minimum or maximum value of the point. Logged data shall be downloadable to the Operator Workstation for long term archiving based upon user-defined time intervals, or manual command.

#### **2.04 ALARM MANAGEMENT:**

- A. For each system point, alarms can be created based on high/low limits or conditional expressions. All alarms will be tested each scan of the SDCU and can result in the display of one or more alarm messages or reports.
- B. Up to 8 alarms can be configured for each point in the controller.
- C. Alarms will be generated based on their priority. A minimum of 255 priority levels shall be provided.
- D. If communication with the Operator Workstation is temporarily interrupted, the alarm will be time-stamped and buffered in the controller. When communications return, the alarm will be transmitted to the Operator Workstation if the point is still in the alarm condition.
- E. Alarms must be capable of being routed to any BACnet workstation that conforms to the B-OWS device profile and uses the BACnet/IP protocol.

#### **2.05 AIR HANDLER CONTROLLERS**

- A. AHU Controllers shall conform to the BACnet Advanced Application Controller (B-AAC) device profile.
- B. AHU Controllers shall be capable of meeting the requirements of the sequence of operation found in the Execution portion of this specification and for future expansion.
- C. AHU Controllers shall support all the necessary point inputs and outputs as required by the sequence and operate in a standalone fashion.
- D. AHU Controllers shall be fully user programmable to allow for modification of the application software.

- E. A manual override switch shall be provided for all digital and analog outputs on the AHU Controller. The position of the switch shall be monitored in software and available for operator displays and alarm notification.
- F. Local Keypad/Display:
  - 1. For each air handler SDCU, provide a local display of at least 4 lines, providing current display of all critical inputs and outputs that the SDCU is controlling. Provide a keypad such that an operator can log on, scroll through point values, and change setpoints that are changeable. The keypad/display must be capable of being mounted either on the controller, or on a control panel door.

### **PART 3 - BACNET GATEWAY TO THIRD-PARTY DEVICES**

#### **3.01 GENERAL:**

- A. Where required, provide a BACnet Gateway to interface to non-BACnet systems that use the Modbus protocol, LONworks protocol, or other proprietary protocol. The Gateway shall communicate directly over Ethernet TCP/IP, and shall use the BACnet/IP protocol to communicate with a BACnet Workstation (B-OWS).

#### **3.02 COMMUNICATION PORTS:**

- A. In addition to its on-board Ethernet port, the Gateway shall have at least two serial communications ports for interfaces to third-party systems.

#### **3.03 MEMORY:**

- A. The Gateway shall have enough RAM memory to store all point configuration data, plus required history logging and alarm buffering. Minimum RAM shall be 8MB. The operating system of the gateway must be stored in FLASH non-volatile memory.

#### **3.04 USER PROGRAMMING LANGUAGE:**

- A. The Gateway shall employ the same user programmable application software that NRCs and SDCUs use.
- B. Control Software, Mathematical Functions, and Energy Management Applications must be identical to that which is provided with the Network Router/Controller. Gateways that do not have an application programming language will not be accepted.

#### **3.05 HISTORY LOGGING:**

- A. Each Gateway shall be capable of LOCALLY logging any input, output, calculated value or other system variable over user defined time intervals ranging from 1 second to 1440 minutes. Any system can be logged in history. A minimum of 1000 values shall be stored in each log. Each log can record either the instantaneous, average, minimum or maximum value of the point. Logged data shall be downloadable to the Operator Workstation for long term archiving based upon user-defined time intervals, or manual command.

#### **3.06 OPERATOR WORKSTATION REQUIREMENTS**

- A. General.
  - 1. The operator workstation portion of the BAS shall consist of one or more full-powered configuration and programming workstations, and one or more web-based operator workstations. For this project provide (qty) programming workstations and (qty) web-based user licenses.
  - 2. The programming and configuration workstation software shall be configurable as either a single workstation system (with a local database) or multi-workstation system where the database is located on a central file server. The client software on multi-workstation system shall access the file server database program via an Ethernet TCP/IP network running at 100MBPS.
  - 3. The web-based user interface software must be capable of expansion up to 100 concurrent users.
  - 4. All workstation software, both programming and software and web-based operator software, shall conform to the BACnet B-OWS device profile, using BACnet/IP to communicate to other BACnet devices.
  - 5. All configuration workstations shall be Pentium 4-based personal computers operating under the Microsoft Windows XP operating system. The application software shall be capable of communication to all Network Router/Controllers and Standalone Digital Control Units, feature

- high-resolution color graphics, alarming, reporting, and be user configurable for all data collection and data presentation functions.
6. For multi-workstation systems, a minimum of 256 workstations shall be allowed on the Ethernet network along with the central file server. In this client/server configuration, any changes or additions made from one workstation will automatically appear on all other workstations without the requirement for manual copying of files. Multi-workstation systems with no central database will not be acceptable. Multi-workstation systems with distributed/tiered file servers and a central (master) database will be acceptable.
- B. Administration/Programming Workstation Requirements (Single workstation or multi-workstation configuration).
1. The workstation shall consist of the following:
  2. 3 GHz Pentium 4 processor with 4 GB of RAM
  3. Microsoft Windows 10 operating system
  4. Serial port, parallel port, USB port
  5. 10/100MBPS Ethernet NIC
  6. 500 GB hard disk
  7. CD-RW drive
  8. High resolution (minimum 1280 x 1024), 21" flat panel display
  9. Optical mouse and full function keyboard
  10. Audio sound card and speakers
  11. License agreement for all applicable software.
- C. File Server Hardware Requirements (if file server is shown on the drawings).
1. The file server computer shall contain of the following:
  2. 3 GHz Pentium 4 processor with 5 GB of RAM
  3. Microsoft Windows 2000 Server<sup>®</sup> operating system
  4. 10/100MBPS Ethernet NIC
  5. 500 GB hard disk
  6. CD-RW drive
  7. High resolution (minimum 1024 x 768), 21" flat panel display
  8. Mouse, full function keyboard
  9. License agreement for all applicable software.
- D. Web-Based Operator PC Requirements
1. Any user on the network can access the system, using the following software:
  2. Windows 10
  3. Internet Explorer 11 and above
  4. Java-enabled
- E. Modem
1. Provide one Windows 10-compatible 56 Kbaud modem for dial-in diagnostics.
- F. Administration and Programming Workstation Software
1. General Description
    - a. The software architecture must be object-oriented in design, a true 32-bit application suite utilizing Microsoft's OLE, COM, DCOM and ODBC technologies. These technologies make it easy to fully utilize the power of the operating system to share, among applications (and therefore to the users of those applications), the wealth of data available from the BAS.
    - b. The workstation functions shall include monitoring and programming of all DDC controllers. Monitoring consists of alarming, reporting, graphic displays, long term data storage, automatic data collection, and operator-initiated control actions such as schedule and setpoint adjustments.
    - c. Programming of controllers shall be capable of being done either off-line or on-line from any operator workstation. All information will be available in graphic or text displays. Graphic displays will feature animation effects to enhance the presentation of the data, to alert



operators of problems, and to facilitate location of information throughout the DDC system. All operator functions shall be selectable through a mouse.

2. System Database
  - a. The files server database engine must be Microsoft SQL Server, or another ODBC-compliant, relational database program. This ODBC (Open Database Connectivity)-compliant database engine allows for an owner to write custom applications and/or reports which communicate directly with the database avoiding data transfer routines to update other applications. The system database shall contain all point configurations and programs in each of the controllers that have been assigned to the network. In addition, the database will contain all workstation files including color graphic, alarm reports, text reports, historical data logs, schedules, and polling records.
3. User Interface
  - a. The BAS workstation software shall allow the creation of a custom, browser-style interface linked to the user that has logged into the workstation software. This interface shall support the creation of "hot-spots" that the user may link to view/edit any object in the system or run any object editor or configuration tool contained in the software. Furthermore, this interface must be able to be configured to become a user's "PC Desktop" - with all the links that a user needs to run other applications. This, along with the Windows XP user security capabilities, will enable a system administrator to setup workstation accounts that not only limit the capabilities of the user within the BAS software but may also limit what a user can do on the PC and/or LAN/WAN. This might be used to ensure, for example, that the user of an alarm monitoring workstation is unable to shutdown the active alarm viewer and/or unable to load software onto the PC.
4. User Security
  - a. The software shall be designed so that each user of the software can have a unique username and password. This username/password combination shall be linked to a set of capabilities within the software, set by and editable only by, a system administrator. The sets of capabilities shall range from View only, Acknowledge alarms, Enable/disable and change values, Program, and Administer. The system shall allow the above capabilities to be applied independently to each and every class of object in the system. The system must allow a minimum of 256 users to be configured per workstation. There shall be an inactivity timer adjustable in software that automatically logs off the current operator after the timer has expired.
5. Configuration Interface
  - a. The workstation software shall use a familiar Windows Explorer-style interface for an operator or programmer to view and/or edit any object (controller, point, alarm, report, schedule, etc.) in the entire system. In addition, this interface shall present a "network map" of all controllers and their associated points, programs, graphics, alarms, and reports in an easy to understand structure. All object names shall be alphanumeric and use Windows long filename conventions.
  - b. The configuration interface shall also include support for template objects. These template objects shall be used as building blocks for the creation of the BAS database. The types of template objects supported shall include all data point types (input, output, string variables, setpoints, etc.), alarm algorithms, alarm notification objects, reports, graphics displays, schedules, and programs. Groups of template object types shall be able to be set up as template subsystems and systems. The template system shall prompt for data entry if necessary. The template system shall maintain a link to all "child" objects created by each template. If a user wishes to make a change to a template object, the software shall ask the user if he/she wants to update all of the child objects with the change. This template system shall facilitate configuration and programming consistency and afford the user a fast and simple method to make global changes to the BAS.
6. Color Graphic Displays
  - a. The system shall allow for the creation of user defined, color graphic displays for the viewing of mechanical and electrical systems, or building schematics. These graphics shall contain point information from the database including any attributes associated with the point

- (engineering units, etc.). In addition operators shall be able to command equipment or change setpoints from a graphic through the use of the mouse. Requirements of the color graphic subsystem include:
- b. SVGA, bit-mapped displays. The user shall have the ability to import AutoCAD generated picture files as background displays.
  - c. A built-in library of animated objects such as dampers, fans, pumps, buttons, knobs, gauges, and graphs which can be “dropped” on a graphic through the use of a software configuration “wizard”. These objects shall enable operators to interact with the graphic displays in a manner that mimics their mechanical equivalents found on field installed control panels. Using the mouse, operators shall be able to adjust setpoints, start or stop equipment, modify PID loop parameters, or change schedules.
  - d. Status changes or alarm conditions must be able to be highlighted by objects changing screen location, size, color, text, blinking or changing from one display to another.
  - e. Ability to link graphic displays through user defined objects, alarm testing, or the result of a mathematical expression. Operators must be able to change from one graphic to another by selecting an object with a mouse - no menus will be required.
  - f. If separate, provide a copy of the full graphic editing software on each workstation.
7. Automatic monitoring
- a. The software shall allow for the automatic collection of data and reports from any controller through either a hardwire or modem communication link. The frequency of data collection shall be completely user-configurable.
8. Alarm Management
- a. The software shall be capable of accepting alarms directly from controllers, or generating alarms based on evaluation of data in controllers and comparing to limits or conditional equations configured through the software. Any alarm (regardless of its origination) will be integrated into the overall alarm management system and will appear in all standard alarm reports, be available for operator acknowledgment, and have the option for displaying graphics, or reports.
  - b. Alarm management features shall include:
  - c. A minimum of 255 alarm notification levels. Each notification level will establish a unique set of parameters for controlling alarm display, acknowledgment, keyboard annunciation, alarm printout and record keeping.
  - d. Automatic logging in the database of the alarm message, point name, point value, connected controller, timestamp, username and time of acknowledgement, username and time of alarm silence (soft acknowledgement)
  - e. Automatic printing of the alarm information or alarm report to an alarm printer or report printer.
  - f. Playing an audible beep or audio (wav) file on alarm initiation or return to normal.
  - g. Sending an email or alphanumeric page to anyone listed in a workstation’s email account address list on either the initial occurrence of an alarm and/or if the alarm is repeated because an operator has not acknowledged the alarm within a user-configurable timeframe. The ability to utilize email and alphanumeric paging of alarms shall be a standard feature of the software integrated with the operating system’s mail application interface (MAPI). No special software interfaces shall be required.
  - h. Individual alarms shall be able to be re-routed to a workstation or workstations at user-specified times and dates. For example, a critical high temp alarm can be configured to be routed to a Facilities Dept. workstation during normal working hours (7am-6pm, Mon-Fri) and to a Central Alarming workstation at all other times.
  - i. An active alarm viewer shall be included which can be customized for each user or user type to hide or display any alarm attributes.
  - j. The font type and color, and background color for each alarm notification level as seen in the active alarm viewer shall be customizable to allow easy identification of certain alarm types or alarm states.

- k. The active alarm viewer can be configured such that an operator must type in text in an alarm entry and/or pick from a drop-down list of user actions for certain alarms. This ensures accountability (audit trail) for the response to critical alarms.
- 9. Custom Report Generation
  - a. The software will contain a built-in custom report generator, featuring word processing tools for the creation of custom reports. These custom reports shall be able to be set up to automatically run or be generated on demand. Each workstation shall be able to associate reports with any word processing or spreadsheet program loaded on the machine. When the report is displayed, it will automatically spawn the associated report editor such as MS Word.
  - b. Reports can be of any length and contain any point attributes from any controller on the network.
  - c. The report generator will have access to the user programming language in order to perform mathematical calculations inside the body of the report, control the display output of the report, or prompt the user for additional information needed by the report.
  - d. It shall be possible to run other executable programs whenever a report is initiated.
  - e. Report Generator activity can be tied to the alarm management system, so that any of the configured reports can be displayed in response to an alarm condition.
  - f. Standard reports shall include:
    - 1) Points in each controller.
    - 2) Points in alarm
    - 3) Disabled points
    - 4) Overridden points
    - 5) Operator activity report
    - 6) Alarm history log.
    - 7) Program listing by controller with status.
    - 8) Network status of each controller
- 10. Spreadsheet-style reports
  - a. The software shall allow the simple configuration of row/column (spreadsheet-style) reports on any class of object in the system. These reports shall be user-configurable and shall be able to extract live (controller) data and/or data from the database. The user shall be able to set up each report to display in any text font, color and background color. In addition the report shall be able to be configured to filter data, sort data and highlight data which meets user-defined criteria.
- 11. HTML Reporting
  - a. The above spreadsheet-style reports shall be able to be run to an HTML template file. This feature will create an HTML "results" file in the directory of the HTML template. This directory can be shared with other computer users, which will allow those users with access to the directory to "point" their web browser at the file and view the report.
- 12. Scheduling
  - a. It shall be possible to configure and download from the workstation schedules for any of the controllers on the network.
  - b. Time of day schedules shall be in a calendar style and shall be programmable for a minimum of one year in advance. Each standard day of the week and user-defined day types shall be able to be associated with a color so that when the schedule is viewed it is very easy, at-a-glance, to determine the schedule for a particular day even from the yearly view. To change the schedule for a particular day, a user shall simply click on the day and then click on the day type.
  - c. Each schedule will appear on the screen viewable as the entire year, monthly, week and day. A simple mouse click shall allow switching between views. It shall also be possible to scroll from one month to the next and view or alter any of the schedule times.
  - d. Schedules will be assigned to specific controllers and stored in their local RAM memory. Any changes made at the workstation will be automatically updated to the corresponding schedule in the controller.

13. Programmer's Environment
  - a. The programmer's environment will include access to a superset of the same programming language supported in the controllers. Here the programmer will be able to configure application software off-line (if desired) for custom program development, write global control programs, system reports, wide area networking data collection routines, and custom alarm management software. On the same screen as the program editor, the programming environment shall include dockable debug and watch bars for program debugging and viewing updated values and point attributes during programming. In addition a wizard tool shall be available for loading programs from a library file in the program editor.
14. Saving/Reloading
  - a. The workstation software shall have an application to save and restore field controller memory files. This application shall not be limited to saving and reloading an entire controller - it must also be able to save/reload individual objects in the controller. This allows off-line debugging of control programs, for example, and then reloading of just the modified information.
15. Data Logging
  - a. The workstation software shall have the capability to easily configure groups of data points with trend logs and display the trend log data. A group of data points shall be created by drag-and-drop method of the points into a folder. The trend log data shall be displayed through a simply menu selection, or from a hot spot on a graphic display. This data shall be able to be saved to file and/or printed.
16. Audit Trail
  - a. The workstation software shall automatically log and timestamp every operation that a user performs at a workstation, from logging on and off a workstation to changing a point value, modifying a program, enabling/disabling an object, viewing a graphic display, running a report, modifying a schedule, etc.
17. Fault Tolerant File Server Operation
  - a. The system shall provide the option to provide fault tolerant operation in the event of the loss of the CPU, disk drives, or other hardware required to maintain the operational integrity of the system. Operational integrity includes all user interfaces, monitoring of alarm points and access points, and executing access control functions.
  - b. The switchover mechanism provided shall be automatic. Should the failure be caused by hardware, then the system shall immediately switch to the Backup computer. Should the system failure be caused by software (instruction or data), the system shall not pass the faulted code to the Backup computer, otherwise the Backup shall fail in the same manner of the Primary computer.
  - c. Switchover to the Backup computer shall be initiated and effective (complete) in a manner and time frame that precludes the loss of event data, and shall be transparent to the system users, except for an advisory alarm message indicating that the switchover has occurred.
  - d. When the system fails-over from the Primary to the Backup computer, no alarm or other event shall be lost, and the Backup computer shall take control of all system functions.
  - e. A single component failure in the system shall not cause the entire system to fail. All system users shall be informed of any detectable component failure via an alarm event. System users shall not be logged off as a result of a system failure or switchover.
  - f. The Primary computer shall provide continual indication that the Backup computer is unavailable until such time that the fault has been purged.
- G. Web-based Operator Software
  1. Day-to-day operation of the system shall be accessible through a standard web browser interface, allowing technicians and operators to view any part of the system from anywhere on the network. Access to the system must be available from a dial-in connection over the Internet.
  2. Graphic Displays
    - a. The browser-based interface must share the same graphical displays as the Administration and Programming Workstations, presenting dynamic data on site layouts, floor plans, and

- equipment graphics. The browser's graphics shall support commands to change setpoints, enable/disable equipment and start/stop equipment.
- b. Through the browser interface, operators must be able to navigate through the entire system, and change the value or status of any point in any controller. Changes are effective immediately to the controller, with a copy stored in the system database.
3. Alarm Management
    - a. Through the browser interface, a live alarm viewer identical to the alarm viewer on the Administration and Programming workstation shall be presented, if the user's password allows it. Users must be able to receive alarms, silence alarms, and acknowledge alarms through a browser. If desired, specific operator text must be able to be added to the alarm record before acknowledgement.
  4. Groups and Schedules
    - a. Through the browser interface, operators must be able to view pre-defined groups of points, with their values updated automatically.
    - b. Through the browser interface, operators must be able to change schedules - change start and stop times, and add new times to a schedule.
  5. User Accounts and Audit Trail
    - a. The same user accounts shall be used for the browser interface and for the operator workstations. Operators must not be forced to memorize multiple passwords.
    - b. All commands and user activity through the browser interface shall be recorded in the system's activity log, which can be later searched and retrieved by user, date, or both.

### **3.07 DDC SENSORS AND POINT HARDWARE**

- A. Temperature Sensors
  1. All temperature devices shall use precision thermistors accurate to +/- 1 degree F over a range of - 30 to 230 degrees F. Space temperature sensors shall be accurate to +/- .5 degrees F over a range of 40 to 100 degrees F.
  2. Standard space sensors shall be available in an off white enclosure for mounting on a standard electrical box.
  3. Where manual overrides are required, the sensor housing shall feature both an optional sliding mechanism for adjusting the space temperature setpoint, as well as a push button for selecting after hours operation.
  4. Where a local display is specified, the sensor shall incorporate either an LED or LCD display for viewing the space temperature, setpoint and other operator selectable parameters. Using built in buttons, operators shall be able to adjust setpoints directly from the sensor.
  5. Duct temperature sensors shall incorporate a thermistor bead embedded at the tip of a stainless steel tube. Probe style duct sensors are useable in air handling applications where the coil or duct area is less than 14 square feet.
  6. Averaging sensors shall be employed in ducts which are larger than 14 square feet. The averaging sensor tube must contain at least one thermistor for every 3 feet, with a minimum tube length of 12 feet.
  7. Immersion sensors shall be employed for measurement of temperature in all chilled and hot water applications as well as refrigerant applications. Thermal wells shall be brass or stainless steel for non-corrosive fluids below 250 degrees F and 300 series stainless steel for all other applications.
  8. A pneumatic signal shall not be allowed for sensing temperature.
- B. Humidity Sensors
  1. Humidity devices shall be accurate to +/- 5% at full scale for space and +/- 3% for duct and outside air applications. Suppliers shall be able to demonstrate that accuracy is NIST traceable.
  2. Provide a hand held field calibration tool that both reads the output of the sensor and contains a reference sensor for ongoing calibration.
- C. Pressure Sensors
  1. Air pressure measurements in the range of 0 to 10" water column will be accurate to +/- 1% using a solid-state sensing element. Acceptable manufacturers include Modus Instruments and Mamac.

2. Differential pressure measurements of liquids or gases shall be accurate to  $\pm 0.5\%$  of range. The housing shall be Nema 4 rated.
- D. Current and KW Sensors
1. Current status switches shall be used to monitor fans, pumps, motors and electrical loads. Current switches shall be available in solid and split core models, and offer either a digital or an analog signal to the automation system. Acceptable manufacturer is Veris or approved equal.
  2. Measurement of three phase power shall be accomplished with a kW/kWH transducer. This device shall utilize direct current transformer inputs to calculate the instantaneous value (kW) and a pulsed output proportional to the energy usage (kWH). Provide Veris Model 6000 Power Transducer or approved equal.
- E. Flow Sensors
1. Provide an insertion vortex flowmeter for measurement of liquid, gas or steam flows in pipe sizes above 3 inches.
  2. Install the flow meter on an isolation valve to permit removal without process shutdown.
  3. Sensors shall be manufactured by EMCO or approved equal.
- F. Control Valves
1. Provide automatic control valves suitable for the specified controlled media (steam, water or glycol). Provide valves which mate and match the material of the connected piping. Equip control valves with the actuators of required input power type and control signal type to accurately position the flow control element and provide sufficient force to achieve required leakage specification.
  2. Control valves shall meet the heating and cooling loads specified, and close off against the differential pressure conditions within the application. Valves should be sized to operate accurately and with stability from 10 to 100% of the maximum design flow.
  3. Trim material shall be stainless steel for steam and high differential pressure applications.
  4. Electric actuation should be provided on all terminal unit reheat applications.
- G. Dampers
1. Automatic dampers, furnished by the Building Automation Contractor shall be single or multiple blade as required. Dampers are to be installed by the HVAC Contractor under the supervision of the BAS Contractor. All blank-off plates and conversions necessary to install smaller than duct size dampers are the responsibility of the Sheet Metal Contractor.
  2. Damper frames are to be constructed of 13 gauge galvanized sheet steel mechanically joined with linkage concealed in the side channel to eliminate noise as friction. Compressible spring stainless steel side seals, and acetal or bronze bearings shall also be provided.
  3. Damper blade width shall not exceed eight inches. Seals and 3/8 inch square steel zinc plated pins are required. Blade rotation is to be parallel or opposed as shown on the schedules.
  4. For high performance applications, control dampers will meet or exceed the UL Class I leakage rating.
  5. Control and smoke dampers shall be Ruskin, or approved equal.
  6. Provide opposed blade dampers for modulating applications and parallel blade for two position control.
- H. Damper Actuators
1. Damper actuators shall be electronic, and shall be direct coupled over the shaft, without the need for connecting linkage. The actuator shall have electronic overload circuitry to prevent damage. For power-failure/safety applications, an internal mechanical, spring return mechanism shall be built into the actuator housing. Non-spring return actuators shall have an external manual gear release to allow positioning of the damper when the actuator is not powered.
- I. Smoke Detectors
1. Air duct smoke detectors shall be by Air Products & Controls or approved equal. The detectors shall operate at air velocities from 300 feet per minute to 4000 feet per minute.
  2. The smoke detector shall utilize a photoelectric detector head.
  3. The housing shall permit mechanical installation without removal of the detector cover.
  4. The detectors shall be listed by Underwriters Laboratories and meet the requirements of UL 268A.

J. Airflow Measuring Stations

1. Provide a thermal anemometer using instrument grade self heated thermistor sensors with thermistor temperature sensors.
2. The flow station shall operate over a range of 0 to 5,000 feet/min with an accuracy of +/- 2% over 500 feet/min and +/- 10 ft/min for reading less than 500 feet/min.
3. The output signal shall be linear with field selectable ranges including 0-5 VDC, 0-10VDC and 4-20 mA.

**PART 4 - EXECUTION**

**4.01 CONTRACTOR RESPONSIBILITIES**

A. General

1. Installation of the building automation system shall be performed by the Contractor or a subcontractor. However, all installation shall be under the personal supervision of the Contractor. The Contractor shall certify all work as proper and complete. Under no circumstances shall the design, scheduling, coordination, programming, training, and warranty requirements for the project be delegated to a subcontractor.

B. Demolition

1. Remove controls which do not remain as part of the building automation system, all associated abandoned wiring and conduit, and all associated pneumatic tubing. The Owner will inform the Contractor of any equipment which is to be removed that will remain the property of the Owner. All other equipment which is removed will be disposed of by the Contractor.

C. Access to Site

1. Unless notified otherwise, entrance to building is restricted. No one will be permitted to enter the building unless their names have been cleared with the Owner or the Owner's Representative.

D. Code Compliance

1. All wiring shall be installed in accordance with all applicable electrical codes and will comply with equipment manufacturer's recommendations. Should any discrepancy be found between wiring specifications in Division 17 and Division 16, wiring requirements of Division 17 will prevail for work specified in Division 17.

E. Cleanup

1. At the completion of the work, all equipment pertinent to this contract shall be checked and thoroughly cleaned, and all other areas shall be cleaned around equipment provided under this contract.

**4.02 WIRING, CONDUIT, AND CABLE**

- A. All wire will be copper and meet the minimum wire size and insulation class listed below:

WIRE CLASS	WIRE SIZE	ISOLATION CLASS
POWER	12 GAUGE	600 VOLT
CLASS ONE	14 GAUGE STD.	600 VOLT
CLASS TWO	18 GAUGE STD.	300 VOLT
CLASS THREE	18 GAUGE STD.	300 VOLT
COMMUNICATIONS	PER MFR.	PER MFR.

- A. Power and Class One wiring may be run in the same conduit. Class Two and Three wiring and communications wiring may be run in the same conduit.
- B. Where different wiring classes terminate within the same enclosure, maintain clearances and install barriers per the National Electric Code.
- C. Where wiring is required to be installed in conduit, EMT shall be used. Conduit shall be minimum 1/2 inch galvanized EMT. Set screw fittings are acceptable for dry interior locations. Watertight compression fittings shall be used for exterior locations and interior locations subject to moisture.

Provide conduit sealoff fitting where exterior conduits enter the building or between areas of high temperature/moisture differential.

- D. Flexible metallic conduit (max. 3 feet) shall be used for connections to motors, actuators, controllers, and sensors mounted on vibration producing equipment. Liquid-tight flexible conduit shall be use in exterior locations and interior locations subject to moisture.
- E. Junction boxes shall be provided at all cable splices, equipment termination, and transitions from EMT to flexible conduit. Interior dry location J-boxes shall be galvanized pressed steel, nominal four-inch square with blank cover. Exterior and damp location JH-boxes shall be cast alloy FS boxes with threaded hubs and gasketed covers.
- F. Where the space above the ceiling is a supply or return air plenum, the wiring shall be plenum rated. Teflon wiring can be run without conduit above suspended ceilings. EXCEPTION: Any wire run in suspended ceilings that is used to control outside air dampers or to connect the system to the fire management system shall be in conduit.
- G. Fiber optic cable shall include the following sizes; 50/125, 62.5/125 or 100/140.
- H. Only glass fiber is acceptable, no plastic.
- I. Fiber optic cable shall only be installed and terminated by an experienced contractor. The BAS contractor shall submit to the Engineer the name of the intended contractor of the fiber optic cable with his submittal documents.

#### **4.03 HARDWARE INSTALLATION**

- A. Installation Practices for Wiring
  - 1. All controllers are to be mounted vertically and per the manufacturer's installation documentation .
  - 2. The 120VAC power wiring to each Ethernet or Remote Site controller shall be a dedicated run, with a separate breaker. Each run will include a separate hot, neutral and ground wire. The ground wire will terminate at the breaker panel ground. This circuit will not feed any other circuit or device.
  - 3. A true earth ground must be available in the building. Do not use a corroded or galvanized pipe, or structural steel.
  - 4. Wires are to be attached to the building proper at regular intervals such that wiring does not droop. Wires are not to be affixed to or supported by pipes, conduit, etc.
  - 5. Conduit in finished areas, will be concealed in ceiling cavity spaces, plenums, furred spaces and wall construction. Exception; metallic surface raceway may be used in finished areas on masonry walls. All surface raceway in finished areas must be color matched to the existing finish within the limitations of standard manufactured colors.
  - 6. Conduit, in non-finished areas where possible, will be concealed in ceiling cavity spaces, plenums, furred spaces, and wall construction. Exposed conduit will run parallel to or at right angles to the building structure.
  - 7. Wires are to be kept a minimum of three (3) inches from hot water, steam, or condensate piping.
  - 8. Where sensor wires leave the conduit system, they are to be protected by a plastic insert.
  - 9. Wire will not be allowed to run across telephone equipment areas.
- B. Installation Practices for Field Devices
  - 1. Well-mounted sensors will include thermal conducting compound within the well to insure good heat transfer to the sensor.
  - 2. Actuators will be firmly mounted to give positive movement and linkage will be adjusted to give smooth continuous movement throughout 100 percent of the stroke.
  - 3. Relay outputs will include transient suppression across all coils. Suppression devices shall limit transients to 150% of the rated coil voltage.
  - 4. Water line mounted sensors shall be removable without shutting down the system in which they are installed.
  - 5. For duct static pressure sensors, the high pressure port shall be connected to a metal static pressure probe inserted into the duct pointing upstream. The low pressure port shall be left open to the plenum area at the point that the high pressure port is tapped into the ductwork.



6. For building static pressure sensors, the high pressure port shall be inserted into the space via a metal tube. Pipe the low pressure port to the outside of the building.
- C. Enclosures
1. For all I/O requiring field interface devices, these devices where practical will be mounted in a field interface panel (FIP). The Contractor shall provide an enclosure which protects the device(s) from dust, moisture, conceals integral wiring and moving parts.
  2. FIPs shall contain power supplies for sensors, interface relays and contactors, and safety circuits.
  3. The FIP enclosure shall be of steel construction with baked enamel finish, NEMA 1 rated with a hinged door and keyed lock. The enclosure will be sized for twenty percent spare mounting space. All locks will be keyed identically.
  4. All wiring to and from the FIP will be to screw type terminals. Analog or communications wiring may use the FIP as a raceway without terminating. The use of wire nuts within the FIP is prohibited.
  5. All outside mounted enclosures shall meet the NEMA-4 rating.
  6. The wiring within all enclosures shall be run in plastic track. Wiring within controllers shall be wrapped and secured.
- D. Identification
1. Identify all control wires with labeling tape or sleeves using either words, letters, or numbers that can be exactly cross-referenced with as-built drawings.
  2. All field enclosures, other than controllers, shall be identified with a bakelite nameplate. The lettering shall be in white against a black or blue background.
  3. Junction box covers will be marked to indicate that they are a part of the BAS system.
  4. All I/O field devices (except space sensors) that are not mounted within FIP's shall be identified with name plates.
  5. All I/O field devices inside FIP's shall be labeled.

#### **4.04 EXISTING CONTROLS.**

- A. Existing controls which are to be reused must each be tested and calibrated for proper operation. Existing controls which are to be reused and are found to be defective requiring replacement, will be noted to the Owner. The Owner will be responsible for all material and labor costs associated with their repair.

#### **4.05 CONTROL SYSTEM SWITCH-OVER**

- A. Demolition of the existing control system will occur after the new temperature control system is in place including new sensors and new field interface devices.
- B. Switch-over from the existing control system to the new system will be fully coordinated with the Owner. A representative of the Owner will be on site during switch-over.
- C. The Contractor shall minimize control system downtime during switch-over. Sufficient installation mechanics will be on site so that the entire switch-over can be accomplished in a reasonable time frame.

#### **4.06 LOCATION**

- A. The location of sensors is per mechanical and architectural drawings.
- B. Space humidity or temperature sensors will be mounted away from machinery generating heat, direct light and diffuser air streams.
- C. Outdoor air sensors will be mounted on the north building face directly in the outside air. Install these sensors such that the effects of heat radiated from the building or sunlight is minimized.
- D. Field enclosures shall be located immediately adjacent to the controller panel(s) to which it is being interfaced.

### **PART 5 - SOFTWARE INSTALLATION**

#### **5.01 GENERAL.**

- A. The Contractor shall provide all labor necessary to install, initialize, start-up and debug all system software as described in this section. This includes any operating system software or other third party software necessary for successful operation of the system.

## **5.02 DATABASE CONFIGURATION.**

- A. The Contractor will provide all labor to configure those portions of the database that are required by the points list and sequence of operation.

## **5.03 COLOR GRAPHIC DISPLAYS.**

- A. Unless otherwise directed by the owner, the Contractor will provide color graphic displays as depicted in the mechanical drawings for each system and floor plan. For each system or floor plan, the display shall contain the associated points identified in the point list and allow for setpoint changes as required by the owner.

## **5.04 REPORTS.**

- A. The Contractor will configure a minimum of 6 reports for the owner as listed below:
  - 1. Central Plant Status Report
  - 2. Air Handler Status Report
  - 3. Energy Consumption Report
  - 4. Space Temperature Report
  - 5. Specialty Equipment Status Report

## **5.05 DOCUMENTATION**

- A. As built software documentation will include the following:
  - 1. Descriptive point lists
  - 2. Application program listing
  - 3. Application programs with comments.
  - 4. Printouts of all reports.
  - 5. Alarm list.
  - 6. Printouts of all graphics

## **5.06 COMMISSIONING AND SYSTEM STARTUP**

- A. Point to Point Checkout.
  - 1. Each I/O device (both field mounted as well as those located in FIPs) shall be inspected and verified for proper installation and functionality. A checkout sheet itemizing each device shall be filled out, dated and approved by the Project Manager for submission to the owner or owner's representative.
- B. Controller and Workstation Checkout.
  - 1. A field checkout of all controllers and front end equipment (computers, printers, modems, etc.) shall be conducted to verify proper operation of both hardware and software. A checkout sheet itemizing each device and a description of the associated tests shall be prepared and submitted to the owner or owner's representative by the completion of the project.

## **5.07 SYSTEM ACCEPTANCE TESTING**

- A. All application software will be verified and compared against the sequences of operation. Control loops will be exercised by inducing a setpoint shift of at least 10% and observing whether the system successfully returns the process variable to setpoint. Record all test results and attach to the Test Results Sheet.
- B. Test each alarm in the system and validate that the system generates the appropriate alarm message, that the message appears at all prescribed destinations (workstations or printers), and that any other related actions occur as defined (i.e. graphic panels are invoked, reports are generated, etc.). Submit a Test Results Sheet to the owner.
- C. Perform an operational test of each unique graphic display and report to verify that the item exists, that the appearance and content are correct, and that any special features work as intended. Submit a Test Results Sheet to the owner.
- D. Perform an operational test of each third party interface that has been included as part of the automation system. Verify that all points are properly polled, that alarms have been configured, and that any associated graphics and reports have been completed. If the interface involves a file transfer over

Ethernet, test any logic that controls the transmission of the file, and verify the content of the specified information.

#### **5.08 SEQUENCES OF OPERATION**

- A. Boiler Control
- B. Single Zone Air Handlers
- C. Fan Coil Control

**END OF SECTION**

**SECTION 23 1123**  
**FACILITY NATURAL-GAS PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Pipe, pipe fittings, valves, and connections for natural gas piping systems.

**1.02 RELATED REQUIREMENTS**

- A. Section 31 2316 - Excavation.
- B. Section 31 2323 - Fill.

**1.03 REFERENCE STANDARDS**

- A. ANSI Z21.18/CSA 6.3 - Gas Appliance Pressure Regulators; 2007 (Reaffirmed 2016).
- B. ANSI Z21.80/CSA 6.22 - Line Pressure Regulators; 2011 (Addendum A, 2012).
- C. ANSI Z223.1 - National Fuel Gas Code; 2016.
- D. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications; 2015.
- E. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2016.
- F. ASME B31.1 - Power Piping; 2016.
- G. ASME B31.9 - Building Services Piping; 2014.
- H. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
- I. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2017.
- J. ASTM D2513 - Standard Specification for Polyethylene (PE) Gas Pressure Pipe, Tubing, and Fittings; 2016, Revision A.
- K. ASTM D2683 - Standard Specification for Socket-Type Polyethylene Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing; 2014.
- L. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015 (with March 2016 Errata).
- M. AWWA C105/A21.5 - Polyethylene Encasement for Ductile-Iron Pipe Systems; 2010.
- N. ICC-ES AC01 - Acceptance Criteria for Expansion Anchors in Masonry Elements; 2015.
- O. ICC-ES AC106 - Acceptance Criteria for Predrilled Fasteners (Screw Anchors) in Masonry Elements; 2015.
- P. ICC-ES AC193 - Acceptance Criteria for Mechanical Anchors in Concrete Elements; 2015.
- Q. MSS SP-78 - Cast Iron Plug Valves, Flanged and Threaded Ends; 2011.
- R. MSS SP-110 - Ball Valves Threaded, Socket-Welding, Solder Joint, Grooved and Flared Ends; 2010.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves, and accessories. Provide manufacturers catalog information. Indicate valve data and ratings.
- C. Welder Certificate: Include welders certification of compliance with ASME BPVC-IX.

**1.05 QUALITY ASSURANCE**

- A. Perform work in accordance with applicable codes.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.
- C. Welding Materials and Procedures: Comply with ASME BPVC-IX and applicable state labor regulations.

- D. Welder Qualifications: Certified in accordance with ASME BPVC-IX.

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

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

#### **1.07 FIELD CONDITIONS**

- A. Do not install underground piping when bedding is wet or frozen.

### **PART 2 PRODUCTS**

#### **2.01 NATURAL GAS PIPING, BURIED BEYOND 5 FEET (1500 MM) OF BUILDING**

- A. Polyethylene Pipe: ASTM D2513, SDR 11.
  - 1. Fittings: ASTM D2683 or ASTM D2513 socket type.
  - 2. Joints: Fusion welded.

#### **2.02 NATURAL GAS PIPING, BURIED WITHIN 5 FEET (1500 MM) OF BUILDING**

- A. Steel Pipe: ASTM A53/A53M, Schedule 40 black.
  - 1. Fittings: ASTM A234/A234M, wrought steel welding type.
  - 2. Joints: ANSI Z223.1, welded.
  - 3. Jacket: AWWA C105/A21.5 polyethylene jacket or double layer, half-lapped 10 mil (0.25 mm) polyethylene tape.

#### **2.03 NATURAL GAS PIPING, ABOVE GRADE**

- A. Steel Pipe: ASTM A53/A53M, Schedule 40 black.
  - 1. Fittings: ASME B16.3, malleable iron, or ASTM A234/A234M, wrought steel welding type.
  - 2. Joints: Threaded or welded to ASME B31.1.

#### **2.04 FLANGES, UNIONS, AND COUPLINGS**

- A. Unions for Pipe Sizes 3 Inches (80 mm) and Under:
  - 1. Ferrous Pipe: Class 150 malleable iron threaded unions.
- B. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

#### **2.05 PIPE HANGERS AND SUPPORTS**

- A. Provide hangers and supports that comply with MSS SP-58.
  - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
  - 2. Overhead Supports: Individual steel rod hangers attached to structure or to trapeze hangers.
  - 3. Trapeze Hangers: Welded steel channel frames attached to structure.
  - 4. Vertical Pipe Support: Steel riser clamp.
  - 5. Floor Supports: Concrete pier or steel pedestal with floor flange; fixture attachment.
- B. Hanger Fasteners: Attach hangers to structure using appropriate fasteners, as follows:
  - 1. Concrete Wedge Expansion Anchors: Complying with ICC-ES AC193.
  - 2. Masonry Wedge Expansion Anchors: Complying with ICC-ES AC01.
  - 3. Concrete Screw Type Anchors: Complying with ICC-ES AC193.
  - 4. Masonry Screw Type Anchors: Complying with ICC-ES AC106.

#### **2.06 BALL VALVES**

- A. Construction, 4 Inches (100 mm) and Smaller: MSS SP-110, Class 150, 400 psi (2760 kPa) CWP, bronze, ductile iron body, 304 stainless steel ball, regular port, Teflon seats and stuffing box ring, blow-out proof stem, lever handle with balancing stops, solder or threaded ends with union.

## **2.07 PLUG VALVES**

- A. Construction 2-1/2 Inches (65 mm) and Larger: MSS SP-78, 175 psi (1200 kPa) CWP, cast iron body and plug, pressure lubricated, Teflon or Buna N packing, flanged ends. Provide lever operator with set screw.

## **2.08 STRAINERS**

- A. Size 2 inch (50 mm) and Under:
  - 1. Threaded brass body for 175 psi (1200 kPa) CWP, Y pattern with 1/32 inch (0.8 mm) stainless steel perforated screen.
  - 2. Class 150, threaded bronze body 300 psi (2070 kPa) CWP, Y pattern with 1/32 inch (0.8 mm) stainless steel perforated screen.
- B. Size 1-1/2 inch (40 mm) to 4 inch (100 mm):
  - 1. Class 125, flanged iron body, Y pattern with 1/16 inch (1.6 mm) stainless steel perforated screen.

## **2.09 LINE PRESSURE REGULATORS AND APPLIANCE REGULATORS INDICATORS**

- A. Compliance Requirements:
  - 1. Appliance Regulator: ANSI Z21.18/CSA 6.3.
  - 2. Line Pressure Regulator: ANSI Z21.80/CSA 6.22.
- B. Materials in Contact With Gas:
- C. Maximum Inlet Operating Pressure: 7 psi (48.3 kPa).
  - 1. Appliance Regulator: 7 psi (48.3 kPa).
  - 2. Line Pressure Regulator: 7 psi (48.3 kPa).
- D. Maximum Body Pressure: 10 psi (1000 mbar).

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that excavations are to required grade, dry, and not over-excavated.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- C. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings.
- D. Provide access where valves and fittings are not exposed.
- E. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welding.
- F. Provide support for utility meters in accordance with requirements of utility companies.
- G. Prepare exposed, unfinished pipe, fittings, supports, and accessories ready for finish painting.
- H. Excavate in accordance with Section 31 2316.
- I. Backfill in accordance with Section 31 2323.
- J. Install valves with stems upright or horizontal, not inverted.
- K. Pipe vents from gas pressure reducing valves to outdoors and terminate in weather proof hood.
- L. Sleeve pipes passing through partitions, walls and floors.
- M. Inserts:
  - 1. Provide inserts for placement in concrete formwork.
  - 2. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
  - 3. Provide hooked rod to concrete reinforcement section for inserts carrying pipe over 4 inches (100 mm).

4. Where concrete slabs form finished ceiling, locate inserts flush with slab surface.
  5. Where inserts are omitted, drill through concrete slab from below and provide through-bolt with recessed square steel plate and nut above slab.
- N. Pipe Hangers and Supports:
1. Install in accordance with ASME B31.9.
  2. Install hangers to provide minimum 1/2 inch (15 mm) space between finished covering and adjacent work.
  3. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  4. Use hangers with 1-1/2 inch (40 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  5. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
  6. Prime coat exposed steel hangers and supports. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.

### **3.03 APPLICATION**

- A. Install unions downstream of valves and at equipment or apparatus connections.
- B. Install ball valves for shut-off and to isolate equipment, part of systems, or vertical risers.
- C. Provide plug valves in natural gas systems for shut-off service.

### **3.04 SCHEDULES**

- A. Pipe Hanger Spacing:
1. Metal Piping:
    - a. Pipe Size: 1/2 inches (15 mm) to 1-1/4 inches (32 mm):
      - 1) Maximum Hanger Spacing: 6.5 ft (2 m).
      - 2) Hanger Rod Diameter: 3/8 inches (9 mm).
    - b. Pipe Size: 1-1/2 inches (40 mm) to 2 inches (50 mm):
      - 1) Maximum Hanger Spacing: 10 ft (3 m).
      - 2) Hanger Rod Diameter: 3/8 inch (9 mm).
    - c. Pipe Size: 2-1/2 inches (65 mm) to 3 inches (75 mm):
      - 1) Maximum Hanger Spacing: 10 ft (3 m).
      - 2) Hanger Rod Diameter: 1/2 inch (13 mm).
    - d. Pipe Size: 4 inches (100 mm) to 6 inches (150 mm):
      - 1) Maximum Hanger Spacing: 10 ft (3 m).
      - 2) Hanger Rod Diameter: 5/8 inch (15 mm).

**END OF SECTION**

**SECTION 23 2220**  
**HYDRONIC PIPING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Hydronic system requirements.
- B. Heating water piping, above grade.
- C. Equipment drains and overflows.
- D. Pipe hangers and supports.
- E. Unions, flanges, mechanical couplings, and dielectric connections.
- F. Valves:
  - 1. Ball valves.
  - 2. Butterfly valves.
  - 3. Check valves.
- G. Flow controls.

**1.02 REFERENCE STANDARDS**

- A. ASME BPVC-IX - Boiler and Pressure Vessel Code, Section IX - Welding, Brazing, and Fusing Qualifications; 2015.
- B. ASME B16.3 - Malleable Iron Threaded Fittings: Classes 150 and 300; 2016.
- C. ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings; 2012.
- D. ASME B16.22 - Wrought Copper and Copper Alloy Solder-Joint Pressure Fittings; 2013.
- E. ASME B31.9 - Building Services Piping; 2014.
- F. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2012.
- G. ASTM A106/A106M - Standard Specification for Seamless Carbon Steel Pipe for High-Temperature Service; 2015.
- H. ASTM A183 - Standard Specification for Carbon Steel Track Bolts and Nuts; 2014.
- I. ASTM A234/A234M - Standard Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and High Temperature Service; 2017.
- J. ASTM A536 - Standard Specification for Ductile Iron Castings; 1984 (Reapproved 2014).
- K. ASTM D1785 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120; 2015.
- L. ASTM D2000 - Standard Classification System for Rubber Products in Automotive Applications; 2012.
- M. ASTM D2241 - Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series); 2015.
- N. ASTM D2466 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40; 2015.
- O. ASTM D2467 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80; 2015.
- P. ASTM D2855 - Standard Practice for the Two-Step (Primer & Solvent Cement) Method of Joining Poly (Vinyl Chloride) (PVC) or Chlorinated Poly (Vinyl Chloride) (CPVC) Pipe and Piping Components with Tapered Sockets; 2015.
- Q. ASTM F708 - Standard Practice for Design and Installation of Rigid Pipe Hangers; 1992 (Reapproved 2014).



- R. ASTM F1476 - Standard Specification for Performance of Gasketed Mechanical Couplings for Use in Piping Applications; 2007 (Reapproved 2013).
- S. AWS A5.8M/A5.8 - Specification for Filler Metals for Brazing and Braze Welding; 2011-AMD 1.
- T. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015 (with March 2016 Errata).
- U. AWWA C606 - Grooved and Shouldered Joints; 2015.
- V. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.

### **1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Welders Certificate: Include welders certification of compliance with ASME BPVC-IX.
- C. Product Data:
  - 1. Include data on pipe materials, pipe fittings, valves, and accessories.
  - 2. Indicate valve data and ratings.
- D. Manufacturer's Installation Instructions: Indicate hanging and support methods, joining procedures.
- E. Project Record Documents: Record actual locations of valves.

### **1.04 QUALITY ASSURANCE**

- A. Provide all grooved joint couplings, fittings, valves, specialties, and grooving tools from a single manufacturer.
- B. Date stamp all castings used for coupling housings, fittings, valve bodies, etc. for quality assurance and traceability.
- C. Welder Qualifications: Certify in accordance with ASME BPVC-IX.
  - 1. Provide certificate of compliance from authority having jurisdiction, indicating approval of welders.

### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary protective coating on cast iron and steel valves.
- C. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- D. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

## **PART 2 PRODUCTS**

### **2.01 HYDRONIC SYSTEM REQUIREMENTS**

- A. Comply with ASME B31.9 and applicable federal, state, and local regulations.
- B. Piping: Provide piping, fittings, hangers and supports as required, as indicated, and as follows:
  - 1. Where more than one piping system material is specified, provide joining fittings that are compatible with piping materials and ensure that the integrity of the system is not jeopardized.
  - 2. Use non-conducting dielectric connections whenever jointing dissimilar metals.
  - 3. Grooved mechanical joints may be used in accessible locations only.
    - a. Accessible locations include those exposed on interior of building, in pipe chases, and in mechanical rooms, aboveground outdoors, and as approved by Architect.
    - b. Grooved mechanical connections and joints comply with AWWA C606.
      - 1) Ductile Iron: Comply with ASTM A536, Grade 65-45-12.
      - 2) Steel: Comply with ASTM A106/A106M, Grade B or ASTM A53/A53M.
    - c. Use rigid joints unless otherwise indicated.
    - d. Use gaskets of molded synthetic rubber with central cavity, pressure responsive configuration and complying with ASTM D2000, Grade 2CA615A15B44F17Z for circulating medium up to

- maximum 230 degrees F (110 degrees C) or Grade M3BA610A15B44Z for circulating medium up to maximum 200 degrees F (93 degrees C).
- e. Provide steel coupling nuts and bolts complying with ASTM A183.
- 4. Provide pipe hangers and supports in accordance with ASME B31.9 or MSS SP-58 unless indicated otherwise.
- C. Pipe-to-Valve and Pipe-to-Equipment Connections: Use flanges, unions, or grooved couplings to allow disconnection of components for servicing; do not use direct welded, soldered, or threaded connections.
  - 1. Where grooved joints are used in piping, provide grooved valve/equipment connections if available; if not available, provide flanged ends and grooved flange adapters.
- D. Valves: Provide valves where indicated:
  - 1. Provide drain valves where indicated, and if not indicated provide at least at main shut-off, low points of piping, bases of vertical risers, and at equipment. Use 3/4 inch (20 mm) gate valves with cap; pipe to nearest floor drain.
  - 2. Isolate equipment using butterfly valves with lug end flanges or grooved mechanical couplings.
  - 3. For bypass, or manual flow control services, use globe or ball valves.
  - 4. In heating water systems, butterfly valves may be used interchangeably with gate and globe valves.
  - 5. For shut-off and to isolate parts of systems or vertical risers, use gate, ball, or butterfly valves.
  - 6. For throttling service, use plug cocks. Use non-lubricated plug cocks only when shut-off or isolating valves are also provided.
- E. Welding Materials and Procedures: Conform to ASME BPVC-IX.

## **2.02 HEATING WATER AND GLYCOL PIPING, ABOVE GRADE**

- A. Steel Pipe: ASTM A53/A53M, Schedule 40, black, using one of the following joint types:
  - 1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings; AWS D1.1/D1.1M welded.
  - 2. Threaded Joints: ASME B16.3, malleable iron fittings.
  - 3. Grooved Joints: AWWA C606 grooved pipe, fittings of same material, and mechanical couplings.
- B. Steel Pipe Sizes 12 Inch (305 mm) and Greater: ASTM A53/A53M, 3/8 inch (9.5 mm) wall, black, using one of the following joint types:
  - 1. Welded Joints: ASTM A234/A234M, wrought steel welding type fittings; AWS D1.1/D1.1M welded.
  - 2. Threaded Joints: ASTM A536 ductile iron fittings.
  - 3. Grooved Joints: AWWA C606 grooved pipe, fittings of same material, and mechanical couplings.

## **2.03 EQUIPMENT DRAINS AND OVERFLOWS**

- A. Steel Pipe: ASTM A53/A53M, Schedule 40 galvanized; using one of the following joint types:
  - 1. Threaded Joints: Galvanized cast iron, or ASME B16.3 malleable iron fittings.
- B. PVC Pipe: ASTM D1785, Schedule 40, or ASTM D2241, SDR 21 or 26.
  - 1. Fittings: ASTM D2466 or D2467, PVC.
  - 2. Joints: Solvent welded in accordance with ASTM D2855.

## **2.04 PIPE HANGERS AND SUPPORTS**

- A. Provide hangers and supports that comply with MSS SP-58.
  - 1. If type of hanger or support for a particular situation is not indicated, select appropriate type using MSS SP-58 recommendations.
  - 2. Hangers for Pipe Sizes 1/2 to 1-1/2 Inch (13 to 38 mm): Malleable iron, adjustable swivel, split ring.
  - 3. Hangers for Hot Pipe Sizes 2 to 4 Inches (50 to 100 mm): Carbon steel, adjustable, clevis.
  - 4. Hangers for Hot Pipe Sizes 6 Inches (150 mm) and Greater: Adjustable steel yoke, cast iron roll, double hanger.
  - 5. Wall Support for Pipe Sizes to 3 Inches (76 mm): Cast iron hook.
  - 6. Wall Support for Pipe Sizes 4 Inches (100 mm) and Greater: Welded steel bracket and wrought steel clamp.

7. Floor Support for Cold Pipe: Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
  8. Floor Support for Hot Pipe Sizes to 4 Inches (100 mm): Cast iron adjustable pipe saddle, lock nut, nipple, floor flange, and concrete pier or steel support.
- B. In grooved installations, use rigid couplings with offsetting angle-pattern bolt pads or with wedge shaped grooves in header piping to permit support and hanging in accordance with ASME B31.9.

## **2.05 UNIONS, FLANGES, MECHANICAL COUPLINGS, AND DIELECTRIC CONNECTIONS**

- A. Unions for Pipe 2 Inches (50 mm) and Less:
- B. Flanges for Pipe 2 Inches (50 mm) and Greater:
- C. Mechanical Couplings for Grooved and Shouldered Joints: Two or more curved housing segments with continuous key to engage pipe groove, circular C-profile gasket, and bolts to secure and compress gasket.
1. Dimensions and Testing: In accordance with AWWA C606.
  2. Mechanical Couplings: Comply with ASTM F1476.
  3. Bolts and Nuts: Hot dipped galvanized or zinc-electroplated steel.
  4. When pipe is field grooved, provide coupling manufacturer's grooving tools.
  5. Manufacturers:
    - a. Grinnell Products, a Tyco Business: [www.grinnell.com](http://www.grinnell.com).
    - b. Victaulic Company: [www.victaulic.com](http://www.victaulic.com).
    - c. or approved equal.
- D. Dielectric Connections:
1. Waterways:
    - a. Water impervious insulation barrier capable of limiting galvanic current to 1 percent of short circuit current in a corresponding bimetallic joint.
    - b. Dry insulation barrier able to withstand 600 volt breakdown test.
    - c. Construct of galvanized steel with threaded end connections to match connecting piping.
    - d. Suitable for the required operating pressures and temperatures.
  2. Flanges:
    - a. Dielectric flanges with same pressure ratings as standard flanges.
    - b. Water impervious insulation barrier capable of limiting galvanic current to 1 percent of short circuit current in a corresponding bimetallic joint.
    - c. Dry insulation barrier able to withstand 600 volt breakdown test.
    - d. Construct of galvanized steel with threaded end connections to match connecting piping.
    - e. Suitable for the required operating pressures and temperatures.

## **2.06 BALL VALVES**

- A. Manufacturers:
1. Grinnell Products, a Tyco Business: [www.grinnell.com](http://www.grinnell.com).
  2. Victaulic Company: [www.victaulic.com](http://www.victaulic.com).
  3. or approved equal.
- B. Up To and Including 2 Inches (50 mm):
1. Bronze one piece body, chrome plated brass ball, teflon seats and stuffing box ring, lever handle with balancing stops, solder ends with union.
- C. Over 2 Inches (50 mm):
1. Ductile iron body, chrome plated stainless steel ball, teflon or Virgin TFE seat and stuffing box seals, lever handle, flanged ends, rated to 800 psi (5515 kPa).

## **2.07 BUTTERFLY VALVES**

- A. Manufacturers:
1. Grinnell Products, a Tyco Business: [www.grinnell.com](http://www.grinnell.com).
  2. Victaulic Company: [www.victaulic.com](http://www.victaulic.com).
  3. or approved equal.

- B. Body: Cast or ductile iron with resilient replaceable EPDM seat, wafer, lug, or grooved ends, extended neck.
- C. Disc: Construct of chrome plated ductile iron, stainless steel, or ductile iron with EPDM encapsulation.
- D. Stem: Stainless steel with stem offset from the centerline to provide full 360 degree circumferential setting.
- E. Operator: 10 position lever handle.

## **2.08 SWING CHECK VALVES**

- A. Manufacturers:
  - 1. Grinnell Products, a Tyco Business: [www.grinnell.com](http://www.grinnell.com).
  - 2. Victaulic Company: [www.victaulic.com](http://www.victaulic.com).
  - 3. or approved equal.
- B. Up To and Including 2 Inches (50 mm):
  - 1. Bronze body, bronze trim, bronze rotating swing disc, with composition disc, solder ends.
- C. Over 2 Inches (50 mm):
  - 1. Iron body, bronze trim, stainless steel or bronze swing disc, renewable disc and seat, flanged or grooved ends.

## **2.09 FLOW CONTROLS**

- A. Manufacturers:
  - 1. Griswold Controls: [www.griswoldcontrols.com](http://www.griswoldcontrols.com).
  - 2. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  - 3. Taco, Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
  - 4. Victaulic Company: [www.victaulic.com](http://www.victaulic.com).
  - 5. or approved equal.
- B. Construction: Class 125, Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet, blowdown/backflush drain.
- C. Calibration: Control flow within 5 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, maximum minimum pressure 3.5 psi (24 kPa).

# **PART 3 EXECUTION**

## **3.01 PREPARATION**

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Prepare pipe for grooved mechanical joints as required by coupling manufacturer.
- C. Remove scale and dirt on inside and outside before assembly.
- D. Prepare piping connections to equipment using jointing system specified.
- E. Keep open ends of pipe free from scale and dirt. Protect open ends with temporary plugs or caps.
- F. After completion, fill, clean, and treat systems. Refer to Section 23 2500 for additional requirements.

## **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. PVC Pipe: Make solvent-welded joints in accordance with ASTM D2855.
- C. Route piping in orderly manner, parallel to building structure, and maintain gradient.
- D. Install piping to conserve building space and to avoid interfere with use of space.
- E. Group piping whenever practical at common elevations.
- F. Sleeve pipe passing through partitions, walls and floors.
- G. Slope piping and arrange to drain at low points.
- H. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment. Refer to Section 23 0516.

- I. Grooved Joints:
  - 1. Install in accordance with the manufacturer's latest published installation instructions.
  - 2. Gaskets to be suitable for the intended service, molded, and produced by the coupling manufacturer.
- J. Inserts:
  - 1. Provide inserts for suspending hangers from reinforced concrete slabs and sides of reinforced concrete beams.
- K. Pipe Hangers and Supports:
  - 1. Install in accordance with ASME B31.9, ASTM F708, or MSS SP-58.
  - 2. Support horizontal piping as scheduled.
  - 3. Install hangers to provide minimum 1/2 inch (13 mm) space between finished covering and adjacent work.
  - 4. Place hangers within 12 inches (300 mm) of each horizontal elbow.
  - 5. Use hangers with 1-1/2 inch (38 mm) minimum vertical adjustment. Design hangers for pipe movement without disengagement of supported pipe.
  - 6. Support vertical piping at every floor. Support riser piping independently of connected horizontal piping.
  - 7. Where several pipes can be installed in parallel and at same elevation, provide multiple or trapeze hangers.
  - 8. Prime coat exposed steel hangers and supports. Refer to Section 09 9123. Hangers and supports located in crawl spaces, pipe shafts, and suspended ceiling spaces are not considered exposed.
- L. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 0719.
- M. Provide clearance in hangers and from structure and other equipment for installation of insulation and access to valves and fittings. Refer to Section 22 0719.
- N. Use eccentric reducers to maintain top of pipe level.
- O. Where pipe support members are welded to structural building framing, scrape, brush clean, and apply one coat of zinc rich primer to welds.
- P. Prepare unfinished pipe, fittings, supports, and accessories, ready for finish painting. Refer to Section 09 9123.
- Q. Install valves with stems upright or horizontal, not inverted.

### **3.03 SCHEDULES**

- A. Hanger Spacing for Steel Piping.
  - 1. 1/2 inch (15 mm), 3/4 inch (20 mm), and 1 inch (25 mm): Maximum span, 7 feet (2100 mm); minimum rod size, 1/4 inch (6 mm).
  - 2. 1-1/4 inches (32 mm): Maximum span, 8 feet (2400 mm); minimum rod size, 3/8 inch (9 mm).
  - 3. 1-1/2 inches (40 mm): Maximum span, 9 feet (2700 mm); minimum rod size, 3/8 inch (9 mm).
  - 4. 2 inches (50 mm): Maximum span, 10 feet (3.0 m); minimum rod size, 3/8 inch (9 mm).
  - 5. 2-1/2 inches (65 mm): Maximum span, 11 feet (3.4 m); minimum rod size, 3/8 inch (9 mm).
  - 6. 3 inches (80 mm): Maximum span, 12 feet (3.6 m); minimum rod size, 3/8 inch (9 mm).
  - 7. 4 inches (100 mm): Maximum span, 14 feet (4.3 m); minimum rod size, 1/2 inch (13 mm).
  - 8. 6 inches (150 mm): Maximum span, 17 feet (5.1 m); minimum rod size, 1/2 inch (13 mm).

**END OF SECTION**

**SECTION 23 2221**  
**HYDRONIC SPECIALTIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Expansion tanks.
- B. Air vents.
- C. Air separators.
- D. Strainers.
- E. Suction diffusers.
- F. Pump connectors.
- G. Combination pump discharge valves.
- H. Pressure-temperature test plugs.
- I. Balancing valves.
- J. Combination flow controls.
- K. Flow meters.
- L. Relief valves.
- M. Pressure reducing valves.

**1.02 RELATED REQUIREMENTS**

- A. Section 22 2113 - Hydronic Piping.

**1.03 REFERENCE STANDARDS**

- A. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250; 2010.
- B. ASME B16.5 - Pipe Flanges and Flanged Fittings NPS 1/2 Through NPS 24 Metric/Inch Standard; 2013.
- C. ASME BPVC-VIII-1 - Boiler and Pressure Vessel Code, Section VIII, Division 1 - Rules for Construction of Pressure Vessels; 2015.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product data for manufactured products and assemblies required for this project. Include component sizes, rough-in requirements, service sizes, and finishes. Include product description.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Accept valves on site in shipping containers with labeling in place. Inspect for damage.
- B. Provide temporary end caps and closures on piping and fittings. Maintain in place until installation.
- C. Protect piping systems from entry of foreign materials by temporary covers, completing sections of the work, and isolating parts of completed system.

**PART 2 PRODUCTS**

**2.01 EXPANSION TANKS**

- A. Manufacturers:
  - 1. Amtrol Inc: [www.amtrol.com](http://www.amtrol.com).
  - 2. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  - 3. Taco, Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
  - 4. or approved equal.
- B. Construction: Welded steel, tested and stamped in accordance with ASME BPVC-VIII-1; supplied with National Board Form U-1, rated for working pressure of 125 psi (860 kPa), with flexible EPDM diaphragm or bladder sealed into tank, and steel support stand.

- C. Accessories: Pressure gage and air-charging fitting, tank drain; precharge to 12 psi (80 kPa).
- D. Automatic Cold Water Fill Assembly: Pressure reducing valve, reduced pressure double check back flow preventer, test cocks, strainer, vacuum breaker, and valved by-pass.

## **2.02 AIR VENTS**

- A. Manufacturers:
  - 1. Armstrong International, Inc: [www.armstronginternational.com](http://www.armstronginternational.com).
  - 2. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  - 3. Taco, Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
  - 4. or approved equal.
- B. Manual Type: Short vertical sections of 2 inch (50 mm) diameter pipe to form air chamber, with 1/8 inch (3 mm) brass needle valve at top of chamber.
- C. Float Type:
  - 1. Cast iron body and cover, float, bronze pilot valve mechanism suitable for system operating temperature and pressure; with isolating valve.

## **2.03 AIR SEPARATORS**

- A. Coalescing Air/Dirt Separators:
  - 1. Manufacturers:
    - a. Armstrong International, Inc: [www.armstronginternational.com](http://www.armstronginternational.com).
    - b. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
    - c. Spirotherm, Inc: [www.spirotherm.com](http://www.spirotherm.com).
    - d. or approved equal.
  - 2. Tank: Fabricated steel tank; tested and stamped in accordance with ASME BPVC-VIII-1; for 150 psi (1034 kPa) operating pressure and 270 degrees F (132 degrees C) maximum operating temperature; subject to the requirements of the application and the manufacturer's standard maximum operating conditions.
  - 3. Coalescing Medium: Provide structured copper or stainless steel medium filling the entire vessel to suppress turbulence and provide air elimination efficiency of 100 percent free air, 100 percent entrained air, and 99.6 percent dissolved air at the installed location.
  - 4. Air Vent: Integral float actuated air vent at top fitting of tank rated at 150 psi (1030 kPa), threaded to the top of the separator.
  - 5. Inlet and Outlet Connections: Threaded for 2 NPS (50 DN) and smaller; Class 150 flanged connections for 2-1/2 NPS (65 DN) and larger.
  - 6. Blowdown Connection: Threaded.
  - 7. Size: Match system flow capacity.

## **2.04 STRAINERS**

- A. Manufacturers:
  - 1. Armstrong International, Inc: [www.armstronginternational.com](http://www.armstronginternational.com).
  - 2. Flexicraft Industries: [www.flexicraft.com](http://www.flexicraft.com).
  - 3. Grinnell Products, a Tyco Business: [www.grinnell.com](http://www.grinnell.com).
  - 4. The Metraflex Company; LPD Y Strainer: [www.metralflex.com/#sle](http://www.metralflex.com/#sle).
  - 5. or approved equal.
- B. Size 2 inch (50 mm) and Under:
  - 1. Screwed brass or iron body for 175 psi (1200 kPa) working pressure, Y pattern with 1/32 inch (0.8 mm) stainless steel perforated screen.
- C. Size 2-1/2 inch (65 mm) to 4 inch (100 mm):
  - 1. Provide flanged or grooved iron body for 175 psi (1200 kPa) working pressure, Y pattern with 1/16 inch (1.6 mm), or 3/64 inch (1.2 mm) stainless steel perforated screen.
- D. Size 5 inch (125 mm) and Larger:
  - 1. Provide flanged or grooved iron body for 175 psi (1200 kPa) working pressure, basket pattern with 1/8 inch (3.2 mm) stainless steel perforated screen.

## **2.05 SUCTION DIFFUSERS**

- A. Manufacturers:
  - 1. Anvil International, Inc: [www.anvilintl.com](http://www.anvilintl.com).
  - 2. Grinnell Products, a Tyco Business: [www.grinnell.com](http://www.grinnell.com).
  - 3. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  - 4. Victaulic Company of America: [www.victaulic.com](http://www.victaulic.com).
  - 5. or approved equal.
- B. Fitting: Angle pattern, cast-iron body, threaded for 2 inch (50 mm) and smaller, flanged for 2-1/2 inch (65 mm) and larger, rated for 175 psi (1200 kPa) working pressure, with inlet vanes, cylinder strainer with 3/16 inch (5 mm) diameter openings, disposable 5/32 inch (4 mm) mesh strainer to fit over cylinder strainer, 20 mesh start up screen, and permanent magnet located in flow stream and removable for cleaning.
- C. Accessories: Adjustable foot support, blowdown tapping in bottom, gage tapping in side.

## **2.06 PUMP CONNECTORS**

- A. Manufacturers:
  - 1. The Metraflex Company; Vane Flex: [www.metraflex.com/#sle](http://www.metraflex.com/#sle).
- B. Flexible Connectors: Flanged, braided type with wetted components of stainless steel, sized to match piping.
  - 1. Maximum Allowable Working Pressure: 150 psig (1030 kPa) at 120 degrees F (49 degrees C).
  - 2. End Connections: Same as specified for pipe jointing.
  - 3. Provide pump connector with integral vanes to reduce turbulent flow.
  - 4. Provide necessary accessories including, but not limited to, swivel joints.

## **2.07 COMBINATION PUMP DISCHARGE VALVES**

- A. Manufacturers:
  - 1. Crane Co.: [www.craneco.com](http://www.craneco.com).
  - 2. Taco, Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
  - 3. Victaulic Company of America: [www.victaulic.com](http://www.victaulic.com).
  - 4. or approved equal.
- B. Valves: Straight or angle pattern, flanged cast-iron valve body with bolt-on bonnet for 175 psi (1200 kPa) operating pressure, non-slam check valve with spring-loaded bronze disc and seat, stainless steel stem, and calibrated adjustment permitting flow regulation.

## **2.08 PRESSURE-TEMPERATURE TEST PLUGS**

- A. Manufacturers:
  - 1. Ferguson Enterprises Inc: [www.fnw.com](http://www.fnw.com).
  - 2. Peterson Equipment Company Inc: [www.petesplug.com](http://www.petesplug.com).
  - 3. Sisco Manufacturing Company Inc: [www.siscomfg.com](http://www.siscomfg.com).
  - 4. or approved equal.
- B. Construction: Brass body designed to receive temperature or pressure probe with removable protective cap, and Neoprene rated for minimum 200 degrees F (93 degrees C).
- C. Application: Use extended length plugs to clear insulated piping.

## **2.09 BALANCING VALVES**

- A. Manufacturers:
  - 1. Armstrong International, Inc: [www.armstronginternational.com](http://www.armstronginternational.com).
  - 2. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  - 3. Taco, Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
  - 4. or approved equal.
- B. Size 2 inch (50 mm) and Smaller:



1. Provide ball or globe style with flow balancing, flow measurement, and shut-off capabilities, memory stops, minimum of two metering ports and NPT threaded or soldered connections.
  2. Metal construction materials consist of bronze or brass.
  3. Non-metal construction materials consist of Teflon, EPDM, or engineered resin.
- C. Size 2.5 inch (64 mm) and Larger:
1. Provide ball, globe, or butterfly style with flow balancing, flow measurement, and shut-off capabilities, memory stops, minimum of two metering ports and flanged, grooved, or weld end connections.
  2. Valve body construction materials consist of cast iron, carbon steel, or ductile iron.
  3. Internal components construction materials consist of brass, bronze, Teflon, or NORYL.

## **2.10 COMBINATION FLOW CONTROLS**

- A. Manufacturers:
1. Armstrong International: [www.armstronginternational.com](http://www.armstronginternational.com)
  2. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  3. Taco Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
  4. or approved equal.
- B. Construction: Brass or bronze body with union on inlet and outlet, temperature and pressure test plug on inlet and outlet.
- C. Calibration: Control flow within 5 percent of selected rating, over operating pressure range of 10 times minimum pressure required for control, maximum minimum pressure 3.5 psi (24 kPa).
- D. Control Mechanism: Stainless steel or nickel plated brass piston or regulator cup, operating against stainless steel helical or wave formed spring.
1. Accessories: In-line strainer on inlet and ball valve on outlet.

## **2.11 FLOW METERS**

- A. Manufacturers:
1. Dwyer Instruments, Inc: [www.dwyer-inst.com](http://www.dwyer-inst.com).
  2. EMCO Flow Systems: [www.emcoflow.com](http://www.emcoflow.com).
  3. or approved equal.
- B. Direct reading with insert pitot tube, threaded coupling, for 150 psi (1034 kPa) working pressure, maximum 240 degrees F (115 degrees C), 5 percent accuracy.
- C. Cast iron, wafer type, orifice insert flow meter for 250 psi (1720 kPa) working pressure, with read-out valves equipped with integral check valves with gasketed caps.
- D. Calibrated, plug type balance valve with precision machined orifice, readout valves equipped with integral check valves and gasketed caps, calibrated nameplate and indicating pointer.

## **2.12 RELIEF VALVES**

- A. Manufacturers:
1. Armstrong International, Inc: [www.armstronginternational.com](http://www.armstronginternational.com).
  2. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  3. Conbraco Industries: [www.apollovalves.com](http://www.apollovalves.com).
  4. or approved equal.
- B. Bronze body, teflon seat, stainless steel stem and springs, automatic, direct pressure actuated, capacities ASME certified and labelled.

## **2.13 PRESSURE REDUCING VALVES**

- A. Manufacturers:
1. Armstrong International, Inc: [www.armstronginternational.com](http://www.armstronginternational.com).
  2. ITT Bell & Gossett: [www.bellgossett.com](http://www.bellgossett.com).
  3. Taco, Inc: [www.taco-hvac.com](http://www.taco-hvac.com).
  4. or approved equal.

- B. Operation: Automatically feeds make-up water to the hydronic system whenever pressure in the system drops below the pressure setting of the valve. Refer to Section 22 2113.
- C. Materials of Construction:
  - 1. Valve Body: Constructed of bronze, cast iron, brass, or iron.
  - 2. Internal Components: Construct of stainless steel or brass and engineered plastics or composition material.
- D. Connections:
  - 1. NPT threaded: 0.50 inch (15 mm), or 0.75 inch (20 mm).
  - 2. Soldered: 0.50 inch (15 mm).
- E. Provide integral check valve and strainer.
- F. Maximum Inlet Pressure: 100 psi (689 kPa).
- G. Maximum Fluid Temperature: 180 degrees F (82 degrees C).
- H. Operating Pressure Range: Between 10 psi (69 kPa) and 25 psi (172 kPa).

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install specialties in accordance with manufacturer's instructions.
- B. Provide manual air vents at system high points and as indicated.
- C. For automatic air vents in ceiling spaces or other concealed locations, provide vent tubing to nearest drain.
- D. Provide air separator on suction side of system circulation pump and connect to expansion tank.
- E. Provide valved drain and hose connection on strainer blow down connection.
- F. Provide combination pump discharge valve on discharge side of base mounted centrifugal pumps where indicated.
- G. Support pump fittings with floor mounted pipe and flange supports.
- H. Provide relief valves on pressure tanks, low pressure side of reducing valves, heat exchangers, and expansion tanks.
- I. Pipe relief valve outlet to nearest floor drain.

**END OF SECTION**

**SECTION 23 2223**  
**HYDRONIC PUMPS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. In-line circulators.
- B. Base-mounted pumps.

**1.02 RELATED REQUIREMENTS**

- A. Section 03 3000 - Cast-in-Place Concrete.

**1.03 REFERENCE STANDARDS**

- A. NEMA MG 1 - Motors and Generators; 2016.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 778 - Standard for Motor-Operated Water Pumps; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide certified pump curves showing performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Include electrical characteristics and connection requirements.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Armstrong Pumps Inc: [www.armstrongpumps.com](http://www.armstrongpumps.com).
- B. Bell & Gossett, a Xylem Inc. brand: [www.bellgossett.com](http://www.bellgossett.com).
- C. SIHI Group: [www.sterlingsihi.com](http://www.sterlingsihi.com).
- D. or approved equal.

**2.02 HVAC PUMPS - GENERAL**

- A. Provide pumps that operate at specified system fluid temperatures without vapor binding and cavitation, are non-overloading in parallel or individual operation, and operate within 25 percent of midpoint of published maximum efficiency curve.
- B. Minimum Quality Standard: UL 778.
- C. Products Requiring Electrical Connection: Listed and classified by UL as suitable for the purpose specified and indicated.

**2.03 IN-LINE CIRCULATORS**

- A. Type: Horizontal shaft, single stage, direct connected, with resiliently mounted motor for in-line mounting, oil lubricated, for 125 psi (860 kPa) maximum working pressure.
- B. Casing: Cast iron, with flanged pump connections.
- C. Impeller: Non-ferrous keyed to shaft.
- D. Bearings: Oil-lubricated bronze sleeve.
- E. Shaft: Alloy steel with bronze sleeve, integral thrust collar.
- F. Seal: Mechanical seal, 225 degrees F (107 degrees C) maximum continuous operating temperature.

**2.04 BASE-MOUNTED PUMPS**

- A. Type: Horizontal shaft, single stage, direct connected, radially or horizontally split casing, for 125 psi (860 kPa) maximum working pressure.

- B. Casing: Cast iron, or ductile iron with suction and discharge gage ports, renewable bronze casing wearing rings, seal flush connection, drain plug, flanged suction and discharge.
- C. Impeller: Bronze, fully enclosed, keyed to shaft.
- D. Bearings: Grease lubricated roller or ball bearings.
- E. Shaft: Alloy steel with copper, bronze, or stainless steel shaft sleeve.
- F. Seal: Mechanical seal, 225 degrees F (107 degrees C) maximum continuous operating temperature.
- G. Drive: Flexible coupling with coupling guard.
- H. Baseplate: Cast iron or fabricated steel with integral drain rim.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Verify that electric power is available and of the correct characteristics.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Provide access space around pumps for service. Provide no less than minimum space recommended by manufacturer.
- C. Decrease from line size with long radius reducing elbows or reducers. Support piping adjacent to pump such that no weight is carried on pump casings. For close-coupled or base-mounted pumps, provide supports under elbows on pump suction and discharge line sizes 4 inches (102 mm) and over.
- D. Provide line sized shut-off valve and strainer on pump suction, and line sized combination pump discharge valve on pump discharge.
- E. Check, align, and certify alignment of base-mounted pumps prior to start-up.
- F. Install base-mounted pumps on concrete housekeeping base, with anchor bolts, set and level, and grout in place. Refer to Section 03 3000.
- G. Lubricate pumps before start-up.

#### **END OF SECTION**

**SECTION 23 2500**  
**HVAC WATER TREATMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Materials.
  - 1. Closed system treatment (water).
- B. By-pass (pot) feeder.

**1.02 REFERENCE STANDARDS**

- A. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide chemical treatment materials, chemicals, and equipment including electrical characteristics and connection requirements.

**1.04 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for addition of non-potable chemicals to building mechanical systems and to public sewage systems.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. AmSolv-Amrep, Inc: [www.amsolv.com/#sle](http://www.amsolv.com/#sle).
- B. GE Water & Process Technologies: [www.gewater.com/#sle](http://www.gewater.com/#sle).
- C. Nalco, an Ecolab Company: [www.nalco.com/#sle](http://www.nalco.com/#sle).
- D. or approved equal.

**2.02 REGULATORY REQUIREMENTS**

- A. Comply with UL (DIR) requirements.
- B. Perform work in accordance with local health department regulations.

**2.03 MATERIALS**

- A. Closed System Treatment (Water):
  - 1. Manufacturers:
    - a. AmSolv-Amrep, Inc: [www.amsolv.com/#sle](http://www.amsolv.com/#sle).
    - b. GE Water & Process Technologies: [www.gewater.com/#sle](http://www.gewater.com/#sle).
    - c. Nalco, an Ecolab Company: [www.nalco.com/#sle](http://www.nalco.com/#sle).
    - d. or approved equal.

**2.04 BY-PASS (POT) FEEDER**

- A. Manufacturers:
  - 1. Griswold Controls: [www.griswoldcontrols.com/#sle](http://www.griswoldcontrols.com/#sle).
  - 2. J. L. Wingert Company: [www.jlwingert.com/#sle](http://www.jlwingert.com/#sle).
  - 3. Neptune, a brand of the Dover Company: [www.neptune1.com/#sle](http://www.neptune1.com/#sle).
  - 4. or approved equal.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. Systems shall be operational, filled, started, and vented prior to cleaning. Use water meter to record capacity in each system.
- B. Place terminal control valves in open position during cleaning.
- C. Verify that electric power is available and of the correct characteristics.

**3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.

**3.03 CLOSED SYSTEM TREATMENT**

- A. Provide one bypass feeder on each system. Install isolating and drain valves and necessary piping. Install around balancing valve downstream of circulating pumps unless indicated otherwise.
- B. Introduce closed system treatment through bypass feeder when required or indicated by test.

**END OF SECTION**

**SECTION 23 3100**  
**HVAC DUCTS AND CASINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Metal ductwork.
- B. Nonmetal ductwork.
- C. Duct cleaning.

**1.02 REFERENCE STANDARDS**

- A. ASHRAE (FUND) - ASHRAE Handbook - Fundamentals; 2017.
- B. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.
- C. ASTM A480/A480M - Standard Specification for General Requirements for Flat-Rolled Stainless and Heat-Resisting Steel Plate, Sheet, and Strip; 2016b.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- E. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.
- F. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005 (Rev. 2009).

**1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for duct materials.
- C. Project Record Documents: Record actual locations of ducts and duct fittings. Record changes in fitting location and type. Show additional fittings used.

**1.04 FIELD CONDITIONS**

- A. Do not install duct sealants when temperatures are less than those recommended by sealant manufacturers.
- B. Maintain temperatures within acceptable range during and after installation of duct sealants.

**PART 2 PRODUCTS**

**2.01 DUCT ASSEMBLIES**

- A. Regulatory Requirements: Construct ductwork to comply with NFPA 90A standards.
- B. Ducts: Galvanized steel, unless otherwise indicated.
- C. Low Pressure Supply (Heating Systems): 1/2 inch w.g. (125 Pa) pressure class, galvanized steel.
- D. Low Pressure Supply (System with Cooling Coils): 1/2 inch w.g. (125 Pa) pressure class, galvanized steel.
- E. Return and Relief: 1/2 inch w.g. (125 Pa) pressure class, galvanized steel.
- F. General Exhaust: 1/2 inch w.g. (125 Pa) pressure class, galvanized steel.
- G. Outside Air Intake: 1/2 inch w.g. (125 Pa) pressure class, galvanized steel.

**2.02 MATERIALS**

- A. Galvanized Steel for Ducts: Hot-dipped galvanized steel sheet, ASTM A653/A653M FS Type B, with G60/Z180 coating.

**2.03 DUCTWORK FABRICATION**

- A. Fabricate and support in accordance with SMACNA (DCS) and as indicated.
- B. Provide duct material, gages, reinforcing, and sealing for operating pressures indicated.

- C. Increase duct sizes gradually, not exceeding 15 degrees divergence wherever possible; maximum 30 degrees divergence upstream of equipment and 45 degrees convergence downstream.
- D. Fabricate continuously welded round and oval duct fittings in accordance with SMACNA (DCS).

#### **2.04 MANUFACTURED DUCTWORK AND FITTINGS**

- A. Double Wall Insulated Flat Oval Ducts: Machine made from round spiral lockseam duct.
  - 1. Manufacture in accordance with SMACNA (DCS).
  - 2. Fittings: Manufacture with solid inner wall.
  - 3. Inner Wall: Perforated galvanized steel.
  - 4. Insulation:
    - a. Thickness: 2 inch (50 mm) fiberglass.
- B. Double Wall Insulated Round Ducts: Round spiral lockseam duct with galvanized steel outer wall, perforated galvanized steel inner wall; fitting with solid inner wall.
  - 1. Manufacture in accordance with SMACNA (DCS).
  - 2. Insulation:
    - a. Thickness: 2 inch (50 mm).
    - b. Material: Air.
- C. Double Wall Insulated Rectangular Ducts: Rectangular spiral lockseam duct with galvanized steel outer wall, perforated galvanized steel inner wall; fitting with solid inner wall.
  - 1. Manufacture in accordance with SMACNA (DCS).
  - 2. Insulation:
    - a. Thickness: 2 inch (50 mm).
    - b. Material: Air.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install, support, and seal ducts in accordance with SMACNA (DCS).
- B. Install in accordance with manufacturer's instructions.
- C. During construction provide temporary closures of metal or taped polyethylene on open ductwork to prevent construction dust from entering ductwork system.
- D. Duct sizes indicated are inside clear dimensions. For lined ducts, maintain sizes inside lining.
- E. Locate ducts with sufficient space around equipment to allow normal operating and maintenance activities.

#### **3.02 CLEANING**

- A. Clean duct systems with high power vacuum machines. Protect equipment that could be harmed by excessive dirt with filters, or bypass during cleaning. Provide adequate access into ductwork for cleaning purposes.

**END OF SECTION**



**SECTION 23 3300**  
**AIR DUCT ACCESSORIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Duct access doors.
- B. Flexible duct connectors.

**1.02 RELATED REQUIREMENTS**

- A. Section 23 3100 - HVAC Ducts and Casings.

**1.03 REFERENCE STANDARDS**

- A. NFPA 90A - Standard for the Installation of Air-Conditioning and Ventilating Systems; 2015.
- B. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005 (Rev. 2009).

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

**PART 2 PRODUCTS**

**2.01 DUCT ACCESS DOORS**

- A. Manufacturers:
  - 1. Acudor Products Inc, a Division of Nelson Industrial Inc: [www.acudor.com](http://www.acudor.com).
  - 2. Elgen Manufacturing, Inc: [www.elgenmfg.com](http://www.elgenmfg.com).
  - 3. Lloyd Industries, Inc: [www.firedamper.com/#sle](http://www.firedamper.com/#sle).
  - 4. Nailor Industries, Inc: [www.nailor.com](http://www.nailor.com).
  - 5. Ruskin Company, a brand of Johnson Controls: [www.ruskin.com](http://www.ruskin.com).
  - 6. SEMCO LLC: [www.semcohvac.com](http://www.semcohvac.com).
  - 7. Ward Industries, a brand of Hart and Cooley, Inc: [www.wardind.com](http://www.wardind.com).
  - 8. or approved equal.

**2.02 FLEXIBLE DUCT CONNECTORS**

- A. Manufacturers:
  - 1. Carlisle HVAC Products; Dynair Connector Plus G90 Steel Offset Seam Neoprene Fabric: [www.carlislehvac.com/#sle](http://www.carlislehvac.com/#sle).
  - 2. Elgen Manufacturing, Inc: [www.elgenmfg.com](http://www.elgenmfg.com).
  - 3. or approved equal.
- B. Fabricate in accordance with SMACNA (DCS) and as indicated.
- C. Flexible Duct Connections: Fabric crimped into metal edging strip.

**PART 3 EXECUTION**

**3.01 PREPARATION**

- A. Verify that electric power is available and of the correct characteristics.

**3.02 INSTALLATION**

- A. Install accessories in accordance with manufacturer's instructions, NFPA 90A, and follow SMACNA (DCS). Refer to Section 23 3100 for duct construction and pressure class.

**END OF SECTION**

## **SECTION 23 3422**

### **DEMAND CONTROL VENTILATION DCV- USING CO2 SENSORS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Demand Control Ventilation DCV Operational Requirement and Sensor Requirements
- B. DCV Sensors
- C. Variable Frequency Drives

##### **1.02 REFERENCE STANDARDS**

- A. NYS Building Code
- B. NYS State Education Department Facilities Planning Standards
- C. UL 705 - Power Ventilators; Underwriters Laboratories Inc.; Current Edition, Including All Revisions.

##### **1.03 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on fans and accessories including fan curves with specified operating point clearly plotted, power, RPM, sound power levels at rated capacity, and electrical characteristics and connection requirements.
- C. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.
  - 2. Extra Fan Belts: One set for each individual fan.

#### **PART 2 PRODUCTS**

##### **2.01 VARIABLE FREQUENCY DRIVES**

- A. HONEYWELL Smart VFD
- B. Performance Ratings: Determined in accordance with AMCA 210 and bearing the AMCA Certified Rating Seal.
- C. Sound Ratings: AMCA 301, tested to AMCA 300 and bearing AMCA Certified Sound Rating Seal.
- D. Fabrication: Conform to AMCA 99.
- E. UL Compliance: UL listed and labeled, designed, manufactured, and tested in accordance with UL 705.

##### **2.02 CARBON DIOXIDE SENSORS**

- A. Honeywell C7232A,B Sensor and Controller

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION, OPERATIONS AND QUALITY ASSURANCE**

- A. Install in accordance with manufacturer's instructions.
- B. Location of indoor sensors - Locate sensors within the breathing zone 36 inches to 60 inches above finished floor and 2 feet from any wall, door, window air handling system
- C. Sensor must have a sensitivity of less than 50ppm and drift not to exceed 20ppm.
- D. Redundant sensors are required at each location, if sensor reading deviates 10% then sensors shall be calibrated.
- E. Sensors shall take measurements at 1 minute intervals or less
- F. Non-Classroom: If not providing make-up air to other spaces requiring greater flow rates of outside air, the minimum volumetric flow rate of outside air shall be at least 20% of volumetric flow rate of the outside air for the maximum occupant load of the space..
- G. Pre Occupancy Purge- If the sequence does not include a provision for a minimum ventilation rate, 24 hours per day, 365 days year, a purge of the space is required prior to occupancy. A pre-occupancy purge

cycle shall consist of a 30 minute operation of the air handling systems, serving the area, with all the dampers (outside air, return air, exhaust air, relief air) positioned, and all fans running to provide the quantity of outside air for the maximum occupant loading of the space.

- H. Post Occupancy Flush - Air handling systems, serving the area, must operate after the occupied times to reduce the CO2 concentrations in the space to outside air levels, prior to shutting down. Dampers (outside air, return air, exhaust air, relief air) must be positioned, and all fans must run at speeds to provide at least the minimum flow rate of outside air during the post occupancy flush.
- I. Provide provisions of economizer override of CO2 control when conditions permit natural cooling of spaces served.
- J. Upper Limit of CO2 (ppm) must be provided. The upper limit (control point) must be based on the metabolic rate of activities in the area and the volumetric flow rate required by code of the area served.
- K. Air Handling system control during occupied times: all dampers and fans serving a space shall modulate from the minimum setting, starting at interior CO2 concentration of not greater than 100 ppm over the outside air. Damper and fans shall modulate such that concentration never exceed the upper limit of the space.
- L. Provide provisions for proportional-integral or proportional-integral-derivative CO2 controller.
- M. DCV through the use of CO2 sensors may not be used where there is a provision to remove CO2 by any other method other than dilution.
- N. Commissioning of system must continue and be completed again at one 1 year after installation to check calibration of CO2 sensors, monitor/tests CO2 levels to ensure target per person ventilation rates are met and maintained.
- O. Record keeping: The following must be provided to the Engineer and Owners: CO2 concentration readings from all sensors serving each space must be recorded and not greater than 15 minute intervals.

**END OF SECTION**

**SECTION 23 5100**  
**BREECHINGS, CHIMNEYS, AND STACKS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Field fabricated breechings.

**1.02 REFERENCE STANDARDS**

- A. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2009.
- B. NFPA 54 - National Fuel Gas Code; 2015.
- C. SMACNA (DCS) - HVAC Duct Construction Standards Metal and Flexible; 2005 (Rev. 2009).

**PART 2 PRODUCTS**

**2.01 BREECHINGS, CHIMNEYS, AND STACKS - GENERAL REQUIREMENTS**

- A. Regulatory Requirements:
  - 1. Comply with applicable codes for installation of natural gas burning appliances and equipment.
  - 2. Products Requiring Electrical Connection: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install in accordance with NFPA 54.
- C. Install breechings with minimum of joints. Align accurately at connections, with internal surfaces smooth.
- D. Support breechings from building structure, rigidly with suitable ties, braces, hangers and anchors to hold to shape and prevent buckling. Support vertical breechings, chimneys, and stacks at 12 foot (4 m) spacing, to adjacent structural surfaces, or at floor penetrations. Refer to SMACNA (DCS) for equivalent duct support configuration and size.

**END OF SECTION**

**SECTION 23 7223**  
**PACKAGED AIR-TO-AIR ENERGY RECOVERY UNITS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Energy recovery units.
- B. Filters.
- C. Dampers.
- D. Vibration isolation.
- E. Power and controls.
- F. Accessories.

**1.02 REFERENCE STANDARDS**

- A. AMCA 500-D - Laboratory Methods of Testing Dampers for Rating; 2012.
- B. AMCA 500-L - Laboratory Methods of Testing Louvers for Rating; 2012.
- 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 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's installation instruction, product data, and engineering calculations.
- C. Closeout Submittals: Submit manufacturer's operation and maintenance instructions.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 6000 - Product Requirements, for additional provisions.

**1.04 DELIVERY, STORAGE, AND HANDLING**

- A. Store in manufacturer's unopened packaging.
- B. Store products to be installed indoors in dry, heated area.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Energy Recovery Units:
  - 1. Aeon
  - 2. Fantech: [www.fantech.net](http://www.fantech.net).
  - 3. Semco Inc.: [www.semcohvac.com](http://www.semcohvac.com).
  - 4. Systemair AB: [www.systemair.com](http://www.systemair.com).
  - 5. Aldes
  - 6. or approved equal.

**2.02 ENERGY RECOVERY DESIGN CRITERIA**

- A. Winter Conditions:
  - 1. Outside Air:
    - a. Dry Bulb: as shown on drawings
  - 2. Return Air:
    - a. Dry Bulb: as shown on drawings.

**2.03 APPLICATIONS**

- A. Energy Recovery Unit: RTU-2

**2.04 ENERGY RECOVERY UNITS**

- A. Energy Recovery Units: Plate type; prefabricated packaged system designed by manufacturer.

## **2.05 FANS**

- A. Provide separate fans for exhaust and supply blowers.
- B. Fans:
  - 1. Individually driven with a dedicated motor.
- C. Housings: 12 gage, 0.1046 inch (2.66 mm) aluminized steel with plenums integral to general housing and constructed to Class 1 fan standards.
- D. Motors:
  - 1. Motors: Open drip proof.
  - 2. Efficiency: High.
  - 3. Speed: Single.
  - 4. Control: Constant Speed.
  - 5. Fan Motor: UL listed and labeled.
- E. Drives:
  - 1. Fans: Belt driven.
  - 2. Service Factor: 1.2.

## **2.06 FILTERS**

- A. Efficiency: 13 MERV.
- B. Provide spare set of filters.

## **2.07 DAMPERS**

- A. Exhaust Back-Draft Damper: Factory installed, galvanized steel.
  - 1. High performance, backdraft dampers suitable for application in HVAC systems with velocities to 3000 feet per minute (914 m/min).
  - 2. Louvers, Dampers, and Shutters: AMCA 500-D and AMCA 500-L.
  - 3. Damper Capacity: Demonstrate damper capacity to withstand HVAC system operating conditions.
  - 4. Fabrication:
    - a. Frame: 20 gage, 0.0359 inch (0.91 mm), 3 inch (76 mm) roll formed galvanized steel channel with rear flange, prepunched mounting holes, and welded corner clips for maximum rigidity.
    - b. Blades:
      - 1) Style: Single-piece, overlap frame.
      - 2) Material: Roll formed 28 gage, 0.0149 inch (0.38 mm) galvanized steel.
      - 3) Width: Maximum 6 inches (152 mm).
- B. Return Air Damper:
  - 1. Factory installed, adjustable volume control, opposed blade damper for regulating airflow, based on external static pressure.
  - 2. Return Air Damper: Structural hat channels, reinforced at corners.
  - 3. Roll-formed Frames: Structurally superior to 13 gage, 0.0897 inch (2.28 mm) U-channel frames.
  - 4. Blades: Single skin, 16 gage, 0.0598 inch (1.52 mm).
- C. Motorized Dampers: Provide motorized dampers at outside air inlet and exhaust air outlet.
  - 1. Type: Motorized two position parallel blade damper with blade seals.
  - 2. Motorized Damper: Roll-formed structural hat channels, reinforced at the corners,
  - 3. Blades: Single skin, 16 gage, 0.0598 inch (1.52 mm).

## **2.08 VIBRATION ISOLATION**

- A. Vibration Isolation: Provide whole unit vibration isolation with the energy recovery unit assembly.

## **2.09 POWER AND CONTROLS**

- A. Motor Control Panels: UL listed.
- B. Include necessary motor starters, fuses, transformers and overload protection according to NFPA 70.
- C. Provide single-point field connection to power supply.

- D. Install wiring in accordance with NFPA 70.

## **2.10 ACCESSORIES**

- A. Remote Indicating Panel: Provide remote indication of status of unit power on, wheel rotation alarm, outside air dirty filter and return air dirty filter.
- B. Freeze Protection Thermostat:

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that structure is ready for installation of unit, that openings in deck for ductwork, if required, are correctly sized and located, and that mechanical and electrical utilities supplying unit are of correct capacities and are accessible.

### **3.02 INSTALLATION**

- A. Provide openings for suitable ductwork connection.

### **3.03 SYSTEM STARTUP**

- A. Provide services of manufacturer's authorized representative to provide start up of unit.

**END OF SECTION**

**SECTION 26 0505**  
**SELECTIVE DEMOLITION FOR ELECTRICAL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical demolition.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 7000 - Execution and Closeout Requirements: Additional requirements for alterations work.

**PART 3 EXECUTION**

**2.01 EXAMINATION**

- A. Remove all abandoned wiring to source, and remove all abandoned equipment.
- B. Demolition drawings are based on casual field observation and existing record documents.
- C. Report discrepancies to Engineer before disturbing existing installation.
- D. 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.
- D. Existing Electrical Service: Maintain existing system in service until new system is complete and ready for service. Disable system only to make switchovers and connections. Minimize outage duration.
  - 1. Obtain permission from Owner at least 24 hours before partially or completely disabling system.

**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. Repair adjacent construction and finishes damaged during demolition and extension work.
- H. Maintain access to existing electrical installations that remain active. Modify installation or provide access panel as appropriate.
- I. Extend existing installations using materials and methods compatible with existing electrical installations, or as specified.

**2.04 CLEANING AND REPAIR**

- A. Clean and repair existing materials and equipment that remain or that are to be reused.
- B. Panelboards: Clean exposed surfaces and check tightness of electrical connections. Replace damaged circuit breakers and provide closure plates for vacant positions. Provide typed circuit directory showing revised circuiting arrangement.

**END OF SECTION**



## **SECTION 26 0519**

### **LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Single conductor building wire.
- B. Armored cable.
- C. Metal-clad cable.
- D. Wiring connectors.
- E. Electrical tape.
- F. Heat shrink tubing.
- G. Wire pulling lubricant.
- H. Cable ties.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 07 8400 - Firestopping.

##### **1.03 REFERENCE STANDARDS**

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011.
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2010.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2013.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- H. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.
- I. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- K. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- L. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- M. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- N. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- O. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

##### **1.04 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 [ ]ngineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

## **1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for 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.

## **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

## **PART 2 PRODUCTS**

### **2.01 CONDUCTOR AND CABLE APPLICATIONS**

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Nonmetallic-sheathed cable is not permitted.
- D. Underground feeder and branch-circuit cable is not permitted.
- E. Service entrance cable is not permitted.
- F. Armored cable is not permitted.

### **2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. 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. Conductor Material:
  1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
  2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
  3. Tinned Copper Conductors: Comply with ASTM B33.
- H. Minimum Conductor Size:
  1. Branch Circuits: 12 AWG.
    - a. Exceptions:
      - 1) 20 A, 120 V circuits longer than 75 feet (23 m): 10 AWG, for voltage drop.
      - 2) 20 A, 120 V circuits longer than 150 feet (46 m): 8 AWG, for voltage drop.
      - 3) 20 A, 277 V circuits longer than 150 feet (46 m): 10 AWG, for voltage drop.
  2. Control Circuits: 14 AWG.
- I. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- 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.

3. Color Code:
  - a. 208Y/120 V, 3 Phase, 4 Wire System:
    - 1) Phase A: Black.
    - 2) Phase B: Red.
    - 3) Phase C: Blue.
    - 4) Neutral/Grounded: White.
  - b. Equipment Ground, All Systems: Green.

## **2.03 SINGLE CONDUCTOR BUILDING WIRE**

- A. Description: Single conductor insulated wire.
- B. Conductor Stranding:
  1. Feeders and Branch Circuits:
    - a. Size 10 AWG and Smaller: Solid.
    - b. Size 8 AWG and Larger: Stranded.
- C. Insulation Voltage Rating: 600 V.
- D. Insulation:
  1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
    - a. Size 4 AWG and Larger: Type XHHW-2.

## **2.04 WIRING CONNECTORS**

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Wiring Connectors for Splices and Taps:
  1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
  2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- C. Wiring Connectors for Terminations:
  1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
  2. Provide motor pigtail connectors for connecting motor leads in order to facilitate disconnection.
  3. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
- D. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- E. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- F. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
- G. Mechanical Connectors: Provide bolted type or set-screw type.
- H. Compression Connectors: Provide circumferential type or hex type crimp configuration.

## **2.05 ACCESSORIES**

- A. Electrical Tape:
  1. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
  2. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).

3. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil (0.76 mm); suitable for continuous temperature environment up to 194 degrees F (90 degrees C) and short-term 266 degrees F (130 degrees C) overload service.
  4. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil (3.2 mm); suitable for continuous temperature environment up to 176 degrees F (80 degrees C).
  5. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil (2.3 mm).
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
- C. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
- D. Cable Ties: Material and tensile strength rating suitable for application.

## **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 field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Circuiting Requirements:
1. Unless dimensioned, circuit routing indicated is diagrammatic.
  2. When circuit destination is indicated without specific routing, determine exact routing required.
  3. Arrange circuiting to minimize splices.
  4. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. 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.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
1. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conductors and cables to lay on ceiling tiles.
  2. Installation in Vertical Raceways: Provide supports where vertical rise exceeds permissible limits.
- G. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- I. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- J. 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.
- K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
    - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
  2. Damp Locations: Use insulating covers specifically designed for the connectors or heat shrink tubing.
    - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
- L. Insulate ends of spare conductors using vinyl insulating electrical tape.
- M. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- N. 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.

**END OF SECTION**

**SECTION 26 0526**  
**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 RELATED REQUIREMENTS**

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
- B. Section 26 0553 - Identification for Electrical Systems: Identification products and requirements.

**1.03 REFERENCE STANDARDS**

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittals procedures.

**1.05 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**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.

**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 0526:
  - 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 0553.

**END OF SECTION**

**SECTION 26 0529**  
**HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

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

**1.02 RELATED REQUIREMENTS**

- A. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads.

**1.03 REFERENCE STANDARDS**

- A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- 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.

**1.04 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 [I]ngineer 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 3000.

**1.05 SUBMITTALS**

- A. 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.

**1.06 QUALITY ASSURANCE**

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

**PART 2 PRODUCTS**

**2.01 SUPPORT AND ATTACHMENT COMPONENTS**

- A. General Requirements:
  - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
  - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.



3. 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 3. Include consideration for vibration, equipment operation, and shock loads where applicable.
4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
6. 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.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
- 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.
- E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.
  1. Minimum Size, Unless Otherwise Indicated or Required:
    - a. Single Conduit up to 1 inch (27 mm) trade size: 1/4 inch (6 mm) diameter.
    - b. Single Conduit larger than 1 inch (27 mm) trade size: 3/8 inch (10 mm) diameter.
    - c. Trapeze Support for Multiple Conduits: 3/8 inch (10 mm) diameter.
    - d. Outlet Boxes: 1/4 inch (6 mm) 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 or machine bolts.
  7. Wood: Use wood screws.
  8. Plastic and lead anchors are not permitted.
  9. 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.
- K. Identify independent electrical component support wires above accessible ceilings (only where specifically indicated or permitted) with color distinguishable from ceiling support wires in accordance with NFPA 70.

### **3.03 FIELD QUALITY CONTROL**

- A. Inspect support and attachment components for damage and defects.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective support and attachment components.

**END OF SECTION**

**SECTION 26 0533.13**  
**CONDUIT FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Galvanized steel rigid metal conduit (RMC).
- B. Intermediate metal conduit (IMC).
- C. Flexible metal conduit (FMC).
- D. Liquidtight flexible metal conduit (LFMC).
- E. Electrical metallic tubing (EMT).
- F. Conduit fittings.
- G. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 07 8400 - Firestopping.
- B. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- C. Section 26 0529 - Hangers and Supports for Electrical Systems.

**1.03 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 C80.6 - American National Standard for Electrical Intermediate Metal Conduit (EIMC); 2005.
- D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- E. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- 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 797 - Electrical Metallic Tubing-Steel; Current Edition, Including All Revisions.
- M. UL 1242 - Electrical Intermediate Metal Conduit-Steel; Current Edition, Including All Revisions.

**1.04 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 [ ]ngineer 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.

#### **1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

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

### **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. Concealed Within Hollow Stud Walls: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- D. Concealed Above Accessible Ceilings: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- E. Interior, Damp or Wet Locations: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).
- F. Exposed, Interior, Not Subject to Physical Damage: Use galvanized steel rigid metal conduit, intermediate metal conduit (IMC), or electrical metallic tubing (EMT).
- G. Exposed, Interior, Subject to Physical Damage: 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 (1.8 m) unless otherwise indicated.
  4. Vibrating equipment includes, but is not limited to:
    - a. Transformers.
    - b. Motors.
- I. Fished in Existing Walls, Where Necessary: Use flexible metal conduit.

#### **2.02 CONDUIT REQUIREMENTS**

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Minimum Conduit Size, Unless Otherwise Indicated:
  1. Branch Circuits: 1/2 inch (16 mm) trade size.
  2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
  3. Control Circuits: 1/2 inch (16 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. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- B. Fittings:
  - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

### **2.04 INTERMEDIATE METAL CONDUIT (IMC)**

- A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.
- B. Fittings:
  - 1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
  - 2. Material: Use steel or malleable iron.
  - 3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

### **2.05 FLEXIBLE METAL CONDUIT (FMC)**

- A. 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.
- B. 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.

### **2.06 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)**

- A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- B. 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.

### **2.07 ELECTRICAL METALLIC TUBING (EMT)**

- A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.
- B. 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.
  - 3. Connectors and Couplings: Use compression (gland) or set-screw type.
    - a. Do not use indenter type connectors and couplings.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

### 3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install intermediate metal conduit (IMC) in accordance with NECA 101.
- E. Conduit Routing:
  - 1. Unless dimensioned, conduit routing indicated is diagrammatic.
  - 2. When conduit destination is indicated without specific routing, determine exact routing required.
  - 3. 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.
  - 4. Unless otherwise approved, do not route conduits exposed:
    - a. Across floors.
    - b. Across roofs.
    - c. Across top of parapet walls.
    - d. Across building exterior surfaces.
  - 5. Arrange conduit to maintain adequate headroom, clearances, and access.
  - 6. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
  - 7. Arrange conduit to provide no more than 150 feet (46 m) between pull points.
  - 8. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
  - 9. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.
  - 10. Maintain minimum clearance of 12 inches (300 mm) between conduits and hot surfaces. This includes, but is not limited to:
    - a. Heaters.
    - b. Hot water piping.
    - c. Flues.
  - 11. 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 0529 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. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
  - 4. Use conduit strap to support single surface-mounted conduit.
    - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
  - 5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
  - 6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
  - 7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
  - 8. Use of spring steel conduit clips for support of conduits is not permitted.
  - 9. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with the most stringent requirements.
- 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. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
  5. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- I. 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.
- J. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting at an accessible point near the penetration to prevent condensation.
1. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- K. Provide grounding and bonding in accordance with Section 26 0526.

### **3.03 CLEANING**

- A. Clean interior of conduits to remove moisture and foreign matter.

### **3.04 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.

**END OF SECTION**

**SECTION 26 0533.16**  
**BOXES FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches (1,650 cu cm).

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0529 - Hangers and Supports for Electrical Systems.
- B. Section 26 2726 - Wiring Devices:
  - 1. Wall plates.

**1.03 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 FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- D. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013.
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- H. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- I. UL 508A - Industrial Control Panels; 2013.
- J. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for cabinets and enclosures, boxes for hazardous (classified) locations, floor boxes, and underground boxes/enclosures.

**1.05 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**PART 2 PRODUCTS**

**2.01 BOXES**

- A. General Requirements:
  - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
  - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
  - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
  - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
  - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), 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. Use suitable concrete type boxes where flush-mounted in concrete.
  4. Use suitable masonry type boxes where flush-mounted in masonry walls.
  5. Use raised covers suitable for the type of wall construction and device configuration where required.
  6. Use shallow boxes where required by the type of wall construction.
  7. Do not use "through-wall" boxes designed for access from both sides of wall.
  8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
  9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
  10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
  11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
  12. Wall Plates: Comply with Section 26 2726.
- C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
1. Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
  2. NEMA 250 Environment Type, Unless Otherwise Indicated:
  3. Junction and Pull Boxes Larger Than 100 cubic inches (1,650 cu cm):
    - a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Box Supports:
1. Secure and support boxes in accordance with NFPA 70 and Section 26 0529 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.
- E. Install boxes plumb and level.
- F. 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 (6 mm) or does not project beyond finished surface.
  2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
  3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch (3 mm) at the edge of the box.
- G. Install boxes as required to preserve insulation integrity.
- H. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

- I. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.
- 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 0526.

**END OF SECTION**

**SECTION 26 0553**  
**IDENTIFICATION FOR ELECTRICAL SYSTEMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Voltage markers.
- D. Warning signs and labels.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.

**1.03 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. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

**1.04 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.

**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. Motor Control Centers:
      - 1) Identify ampere rating.
      - 2) Identify voltage and phase.
      - 3) Use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    - b. 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.
    - c. Time Switches:
      - 1) Identify load(s) served and associated circuits controlled. Include location.
  - 2. Use voltage marker to identify highest voltage present for each piece of electrical equipment.
  - 3. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.

4. 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.
  5. 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 (89 mm by 127 mm).
- B. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
  2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors 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.

## **2.02 IDENTIFICATION NAMEPLATES AND LABELS**

- A. Identification Nameplates:
1. Materials:
    - a. Indoor Clean, Dry Locations: Use plastic nameplates.
  2. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.
  3. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) 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.
  2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

## **2.03 VOLTAGE MARKERS**

- A. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.
- B. Minimum Size:
1. Markers for Equipment: 1 1/8 by 4 1/2 inches (29 by 110 mm).
- C. Legend:
1. Markers for Voltage Identification: Highest voltage present.
- D. Color: Black text on orange background unless otherwise indicated.

## **2.04 WARNING SIGNS AND LABELS**

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
1. Materials:
  2. Minimum Size: 7 by 10 inches (178 by 254 mm) 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.

## **PART 3 EXECUTION**

### **3.01 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. Conductors and Cables: Legible from the point of access.
- 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.

### **3.02 FIELD QUALITY CONTROL**

- A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

**END OF SECTION**

**SECTION 26 0583**  
**WIRING CONNECTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Electrical connections to equipment.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0533.13 - Conduit for Electrical Systems.
- B. Section 26 2726 - Wiring Devices.

**1.03 REFERENCE STANDARDS**

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R2015).
- 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.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.
  - 1. Colors: Comply with NEMA WD 1.
  - 2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.
  - 3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.
- B. Wiring Devices: As specified in Section 26 2726.
- C. Flexible Conduit: As specified in Section 26 0533.13.

**PART 3 EXECUTION**

**3.01 ELECTRICAL CONNECTIONS**

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Provide receptacle outlet to accommodate connection with attachment plug.
- E. Provide cord and cap where field-supplied attachment plug is required.
- F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.
- G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- H. Install terminal block jumpers to complete equipment wiring requirements.
- I. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

**END OF SECTION**

**SECTION 26 0923**  
**LIGHTING CONTROL DEVICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Outdoor photo controls.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0529 - Hangers and Supports for Electrical Systems.
- B. Section 26 0533.16 - Boxes for Electrical Systems.
- C. Section 26 2726 - Wiring Devices: Devices for manual control of lighting, including wall switches, wall dimmers, and fan speed controllers.

**1.03 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. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of lighting control devices with millwork, furniture, equipment, etc. installed under other sections or by others.
  - 2. 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.
  - 3. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.

**1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**PART 2 PRODUCTS**

**2.01 LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS**

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors, hardware, components, accessories, etc. as required for a complete operating system.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install lighting control devices in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of lighting control devices provided under this section.
- 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 2726.
- G. Provide required supports in accordance with Section 26 0529.
- 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. Outdoor Photo Control Locations:
  - 1. Where possible, locate outdoor photo controls with photo sensor facing north. If north facing photo sensor is not possible, install with photo sensor facing east, west, or down.
  - 2. Locate outdoor photo controls so that photo sensors do not face artificial light sources, including light sources controlled by the photo control itself.
- J. Install outdoor photo controls so that connections are weatherproof. Do not install photo controls with conduit stem facing up in order to prevent infiltration of water into the photo control.

### **3.02 CLEANING**

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

### **3.03 CLOSEOUT ACTIVITIES**

- A. Demonstration: Demonstrate proper operation of lighting control devices to Architect, and correct deficiencies or make adjustments as directed.

**END OF SECTION**



**SECTION 26 2419**  
**MOTOR-CONTROL CENTERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Low-voltage (600 V and less) standard (non-arc-resistant) NEMA motor control centers.
- B. Motor control center units:
  - 1. Feeder units.
  - 2. Combination magnetic motor starter units.
- C. Overcurrent protective devices for motor control centers and associated units, including overload relays.
- D. Motor control accessories:

**1.02 RELATED REQUIREMENTS**

- A. Section 03 3000 - Cast-in-Place Concrete: Concrete equipment pads.
- B. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- C. Section 26 0529 - Hangers and Supports for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Revision E with Supplement 1, 2013.
- B. IEEE C57.13 - IEEE Standard Requirements for Instrument Transformers; 2016.
- C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- D. NECA 402 - Standard for Installing and Maintaining Motor Control Centers; 2014.
- E. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- F. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000 (R2005), with errata, 2008.
- G. NEMA ICS 2.3 - Instructions for the Handling, Installation, Operation, and Maintenance of Motor Control Centers; 1995 (R2008).
- H. NEMA ICS 5 - Industrial Control and Systems: Control Circuit and Pilot Devices; 2000 (R2010).
- I. NEMA ICS 6 - Industrial Control and Systems: Enclosures; 1993 (R2011).
- J. NEMA ICS 18 - Motor Control Centers; 2001 (R2007).
- K. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2013.
- L. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.
- N. UL 845 - Motor Control Centers; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances required by NFPA 70.
  - 2. Coordinate the work to provide motor controllers and associated overload relays suitable for use with the actual motors to be installed.
  - 3. Coordinate the work to provide motor controllers and associated wiring suitable for interface with control devices to be installed.
  - 4. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.

5. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
6. Coordinate with manufacturer to provide shipping splits suitable for the dimensional constraints of the installation.
7. Notify ☐ Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

#### **1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor control centers, enclosures, units, overcurrent protective devices, and other installed components and accessories.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Receive, inspect, handle, and store motor control centers in accordance with manufacturer's instructions, NECA 402, and NEMA ICS 2.3.
- B. Store in a clean, dry space having a uniform temperature to prevent condensation. Where necessary, provide temporary enclosure space heaters or temporary power for permanent factory-installed space heaters.
- C. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.
- D. Handle carefully to avoid damage to internal components, enclosure, and finish.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Motor Control Centers - Other Acceptable Manufacturers:
  1. Eaton Corporation: [www.eaton.com](http://www.eaton.com).
  2. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
  3. Rockwell Automation, Inc.; Allen-Bradley Products: [ab.rockwellautomation.com](http://ab.rockwellautomation.com).
  4. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).
  5. Siemens Industry, Inc: [www.usa.siemens.com](http://www.usa.siemens.com).
  6. or approved equal.

#### **2.02 MOTOR CONTROL CENTERS**

- A. Provide motor control centers consisting of all required components, control power transformers, instrumentation and control wiring, accessories, etc. as necessary for a complete operating system.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Description: Dead-front standard (non-arc-resistant) type motor control center assemblies complying with NEMA ICS 18, and listed and labeled as complying with UL 845; ratings, configurations and features as indicated on the drawings.
- D. Configuration:
  1. Arrangement: Front- and rear-mounted units.
  2. NEMA Classification and Wiring Type: NEMA ICS 18, Class I, Type B (B-T for units size 3 or smaller).
- E. Service Conditions:
  1. Provide motor control centers and associated components suitable for operation under the following service conditions without derating:
    - a. Altitude:
      - 1) Class 1 Km Equipment (devices utilizing power semiconductors, e.g. variable frequency controllers): Less than 3,300 feet (1,000 m).

- 2) Class 2 Km Equipment (electromagnetic and manual devices): Less than 6,600 feet (2,000 m).
  - b. Ambient Temperature: Between 32 degrees F (0 degrees C) and 104 degrees F (40 degrees C).
2. Provide motor control centers and associated components suitable for operation at indicated ratings under the service conditions at the installed location.
- F. Short Circuit Current Rating:
  1. Minimum Rating: 42,000 rms symmetrical amperes.
  2. Label equipment utilizing series ratings as required by NFPA 70.
- G. Selectivity: Where the requirement for selectivity is indicated, furnish products as required to achieve selective coordination.
- H. Main Devices: Configure for top or bottom incoming feed as indicated or as required for the installation. Provide top-mounted pullbox as indicated or as required to facilitate installation of incoming feed.
- I. Bussing:
  1. Horizontal Main Bus: Size for a maximum temperature rise of 117 degrees F (65 degrees C) over an ambient temperature of 104 degrees F (40 degrees C), in compliance with NEMA ICS 18 and UL 845 requirements.
  2. Vertical Bus: Minimum size of 300 A, in compliance with NEMA ICS 18 requirements.
  3. Provide solidly bonded equipment ground bus through full length of motor control center, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
  4. Phase and Neutral Bus Material: Copper.
  5. Ground Bus Material: Copper.
- J. Conductor Terminations: Suitable for use with the conductors to be installed.
  1. Line Conductor Terminations:
    - a. Main and Neutral Lug Material: Copper, suitable for terminating copper conductors only.
    - b. Main and Neutral Lug Type: Mechanical.
- K. Enclosures:
  1. Comply with NEMA ICS 6.
  2. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
    - a. Indoor Clean, Dry Locations: Type 1 or Type 2 (drip-proof).
  3. Finish: Manufacturer's standard unless otherwise indicated.
- L. Future Provisions:
  1. Prepare designated spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
- M. Instrument Transformers:
  1. Comply with IEEE C57.13.
  2. Select suitable ratio, burden, and accuracy as required for connected devices.
  3. Current Transformers: Connect secondaries to shorting terminal blocks.
  4. Potential Transformers: Include primary and secondary fuses with disconnecting means.

## **2.03 MOTOR CONTROL CENTER UNITS**

- A. Feeder Units: Circuit breaker type.
- B. Combination Magnetic Motor Starter Units:
  1. Description: NEMA ICS 2, Class A combination motor controllers with magnetic contactor(s), externally operable disconnect and overload relay(s).
  2. Configuration: Full-voltage non-reversing type unless otherwise indicated.
  3. Disconnects: Circuit breaker type.
    - a. Circuit Breakers: Motor circuit protectors (magnetic-only) unless otherwise indicated or required.

- b. Provide externally operable handle with means for locking in the OFF position. Provide safety interlock to prevent opening the cover with the disconnect in the ON position with capability of overriding interlock for testing purposes.
  - c. Provide auxiliary interlock for disconnection of external control power sources where applicable.
- 4. Overload Relays: Bimetallic thermal type unless otherwise indicated.

## **2.04 OVERCURRENT PROTECTIVE DEVICES**

### **A. Overload Relays:**

- 1. Provide overload relays and, where applicable, associated current elements/heaters, selected according to actual installed motor nameplate data, in accordance with manufacturer's recommendations and NFPA 70; include consideration for motor service factor and ambient temperature correction, where applicable.
- 2. Inverse-Time Trip Class Rating: Class 20 unless otherwise indicated or required.
- 3. Trip-free operation.
- 4. Visible trip indication.
- 5. Resettable.
  - a. Employ manual reset unless otherwise indicated.
  - b. Do not employ automatic reset with two-wire control.
- 6. Bimetallic Thermal Overload Relays:
  - a. Interchangeable current elements/heaters.
  - b. Adjustable trip; plus/minus 10 percent of nominal, minimum.
  - c. Trip test function.

### **B. Circuit Breakers:**

- 1. Interrupting Capacity (not applicable to motor circuit protectors):
  - 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. Motor Circuit Protectors:
  - a. Description: Instantaneous-trip circuit breakers furnished with magnetic instantaneous tripping elements for short circuit protection, but not with thermal inverse time tripping elements for overload protection; UL 489 recognized only for use as part of a listed combination motor controller with overload protection; ratings, configurations, and features as indicated on the drawings.
  - b. Provide field-adjustable magnetic instantaneous trip setting.
- 3. 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.
  - b. Minimum Interrupting Capacity:
  - c. 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.
  - d. Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.
    - 1) Provide the following field-adjustable trip response settings:
      - (a) Short time pickup and delay.
      - (b) Instantaneous pickup.
  - e. Provide the following features and accessories where indicated or where required to complete installation:
    - 1) Shunt Trip: Provide coil voltage as required for connection to indicated trip actuator.
- 4. Insulated Case Circuit Breakers:

- a. Description: Quick-make, quick-break, trip-free circuit breakers with two-step stored energy closing mechanism; standard 80 percent rated unless otherwise indicated; listed and labeled as complying with UL 489; ratings, configurations, and features as indicated[.]
- b. Operation:
  - 1) Provide manually operated circuit breakers unless otherwise indicated.
- c. Construction:
  - 1) Provide fixed-mount circuit breakers unless otherwise indicated.
- d. Minimum Interrupting Capacity:
  - 1) 42,000 rms symmetrical amperes at 240 VAC or 208 VAC.
- e. Trip Units: Solid state, microprocessor-based, true rms sensing.
- f. Provide the following circuit breaker types where indicated:
  - 1) 100 Percent Rated Circuit Breakers: Listed for application within the switchboard where installed at 100 percent of the continuous current rating.
  - 2) Current Limiting Circuit Breakers: Without using fusible elements, designed to limit the let-through energy to a value less than the energy of a one-half cycle wave of the symmetrical prospective current when operating within its current limiting range.

## **2.05 MOTOR CONTROL ACCESSORIES**

- A. Auxiliary Contacts:
  - 1. Comply with NEMA ICS 5.
  - 2. Provide number and type of contacts indicated or required to perform necessary functions, including holding (seal-in) circuit and interlocking, plus one normally open (NO) and one normally closed (NC) spare contact for each starter unit, minimum.
- B. Pilot Devices:
  - 1. Comply with NEMA ICS 5; heavy-duty type.
  - 2. Pushbuttons: Unless otherwise indicated, provide momentary, non-illuminated type with flush button operator; normally open or normally closed as indicated or as required.
  - 3. Selector Switches: Unless otherwise indicated, provide maintained, non-illuminated type with knob operator; number of switch positions as indicated or as required.
  - 4. Indicating Lights: Push-to-test type unless otherwise indicated.
  - 5. Provide LED lamp source for indicating lights and illuminated devices.
- C. Control and Timing Relays:
  - 1. Comply with NEMA ICS 5.
  - 2. Provide number and type of relays indicated or required to perform necessary functions.
- D. Control Power Transformers:
  - 1. Size to accommodate burden of contactor coil(s) and all connected auxiliary devices, plus 50 percent spare capacity.
  - 2. Include primary and secondary fuses.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install motor control centers in accordance with NECA 1 (general workmanship), NECA 402, and NEMA ICS 2.3.
- C. Arrange equipment to provide required clearances and maintenance access, including accommodations for any drawout devices.
- D. Provide required support and attachment in accordance with Section 26 0529.
- E. Install motor control centers plumb and level.
- F. Unless otherwise indicated, mount motor control centers on properly sized 4 inch (100 mm) high concrete pad constructed in accordance with Section 03 3000.
- G. Provide grounding and bonding in accordance with Section 26 0526.

- H. Install all field-installed devices, components, and accessories.
- I. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.
- J. Set field-adjustable motor controllers and associated components according to installed motor requirements, in accordance with manufacturer's recommendations and NFPA 70.
- K. Provide filler plates to cover unused spaces.

### **3.02 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Before energizing motor control center, perform insulation resistance testing in accordance with NECA 402 and NEMA ICS 2.3.
- C. Inspect and test in accordance with NETA ATS, except Section 4.
- D. Perform inspections and tests listed in NETA ATS, Section 7.16.2.1.
- E. Motor Starters: Perform inspections and tests listed in NETA ATS, Section 7.16.1.1. Tests listed as optional are not required.
- F. Instrument Transformers: Perform inspections and tests listed in NETA ATS, Section 7.10. The dielectric withstand tests on primary windings with secondary windings connected to ground listed as optional are not required.
- G. Test shunt trips to verify proper operation.
- H. Correct deficiencies and replace damaged or defective motor control centers or associated components.

### **3.03 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Adjust alignment of motor control center covers and doors.

### **3.04 CLEANING**

- A. Clean dirt and debris from motor control center enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred surfaces to match original factory finish.

### **3.05 CLOSEOUT ACTIVITIES**

- A. Training: Train Owner's personnel on operation, adjustment, and maintenance of motor control center and associated devices.
  - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
  - 2. Provide minimum of two hours of training.
  - 3. Location: At project site.

### **3.06 PROTECTION**

- A. Protect installed motor control centers from subsequent construction operations.

### **END OF SECTION**

## **SECTION 26 2726 WIRING DEVICES**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Receptacles.
- B. Wall plates.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 26 0533.16 - Boxes for Electrical Systems.

#### **1.03 REFERENCE STANDARDS**

- A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Revision H, 2014.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- D. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (R2015).
- E. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2016.
- F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- G. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.
- H. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.
- I. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

#### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
  - 2. Coordinate wiring device ratings and configurations with the electrical requirements of actual equipment to be installed.
  - 3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
  - 4. Notify [ ]ngineer of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

#### **1.05 SUBMITTALS**

- A. Field Quality Control Test Reports.

#### **1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.
- B. Products: Listed, classified, and labeled as suitable for the purpose intended.

### **PART 2 PRODUCTS**

#### **2.01 WIRING DEVICE APPLICATIONS**

- A. Provide wiring devices suitable for intended use and with ratings adequate for load served.
- B. Provide weather resistant GFCI receptacles with specified weatherproof covers for receptacles installed outdoors or in damp or wet locations.

#### **2.02 WIRING DEVICE FINISHES**

- A. Provide wiring device finishes as described below unless otherwise indicated.
- B. Wiring Devices, Unless Otherwise Indicated: White with white nylon wall plate.
- C. Wiring Devices Installed in Unfinished Spaces: Gray with galvanized steel wall plate.

### **2.03 RECEPTACLES**

- A. Manufacturers:
  - 1. Hubbell Incorporated: [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  - 2. Leviton Manufacturing Company, Inc: [www.leviton.com](http://www.leviton.com).
  - 3. Lutron Electronics Company, Inc; Designer Style: [www.lutron.com/#sle](http://www.lutron.com/#sle).
  - 4. Pass & Seymour, a brand of Legrand North America, Inc: [www.legrand.us](http://www.legrand.us)
  - 5. or approved equal.
- B. Receptacles - General Requirements: 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. GFCI Receptacles:
  - 1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
    - a. Provide test and reset buttons of same color as device.
  - 2. Standard GFCI Receptacles: Industrial specification grade, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.

### **2.04 WALL PLATES**

- A. Manufacturers:
  - 1. Hubbell Incorporated: [www.hubbell-wiring.com](http://www.hubbell-wiring.com).
  - 2. Leviton Manufacturing Company, Inc: [www.leviton.com](http://www.leviton.com).
  - 3. Lutron Electronics Company, Inc: [www.lutron.com/sle](http://www.lutron.com/sle).
  - 4. Pass & Seymour, a brand of Legrand North America, Inc: [www.legrand.us](http://www.legrand.us)
  - 5. or approved equal.
- B. Wall Plates: Comply with UL 514D.
  - 1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
  - 2. Size: Standard.
  - 3. Screws: Metal with slotted heads finished to match wall plate finish.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.
- C. Verify that wall openings are neatly cut and will be completely covered by wall plates.
- D. Verify that final surface finishes are complete, including painting.
- E. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.
- F. Verify that conditions are satisfactory for installation prior to starting work.

### **3.02 INSTALLATION**

- A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of wiring devices provided under this section.
  - 1. Mounting Heights: Unless otherwise indicated, as follows:
    - a. Receptacles: 18 inches (450 mm) above finished floor or 6 inches (150 mm) above counter.



2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
- 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 (150 mm) 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. Install wiring devices plumb and level with mounting yoke held rigidly in place.
- I. Install wall switches with OFF position down.
- J. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.
- K. 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.
- L. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

### **3.03 FIELD QUALITY CONTROL**

- A. Inspect each wiring device for damage and defects.
- B. Test each receptacle to verify operation and proper polarity.
- C. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
- D. Correct wiring deficiencies and replace damaged or defective wiring devices.

### **3.04 ADJUSTING**

- A. Adjust devices and wall plates to be flush and level.

### **3.05 CLEANING**

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

**END OF SECTION**

**SECTION 26 2816.13**  
**ENCLOSED CIRCUIT BREAKERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Enclosed circuit breakers.

**1.02 REFERENCE STANDARDS**

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Revision E with Supplement 1, 2013.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.
- F. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.
- G. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

**1.03 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for circuit breakers, enclosures, and other installed components and accessories.

**1.04 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**1.05 FIELD CONDITIONS**

- A. Maintain ambient temperature between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C) during and after installation of enclosed circuit breakers.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Eaton Corporation: [www.eaton.com](http://www.eaton.com).
- B. General Electric Company: [www.geindustrial.com](http://www.geindustrial.com).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).
- D. Siemens Industry, Inc: [www.usa.siemens.com](http://www.usa.siemens.com).
- E. or approved equal.

**2.02 ENCLOSED CIRCUIT BREAKERS**

- A. Description: Units consisting of molded case circuit breakers individually mounted in enclosures.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
  - 1. Altitude: Less than 6,600 feet (2,000 m).
  - 2. Ambient Temperature: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
- D. Short Circuit Current Rating:
  - 1. Provide enclosed circuit breakers with listed short circuit current rating not less than the available fault current at the installed location indicated on the drawings.
- E. Conductor Terminations: Suitable for use with the conductors to be installed.

- F. Provide solidly bonded equipment ground bus in each enclosed circuit breaker, with a suitable lug for terminating each equipment grounding conductor.
- G. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
  - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
- H. Provide externally operable handle with means for locking in the OFF position.

## **2.03 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.
- B. Interrupting Capacity:
  - 1. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
  - 2. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
- C. Conductor Terminations:
  - 1. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
- D. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that the ratings of the enclosed circuit breakers are consistent with the indicated requirements.
- B. Verify that mounting surfaces are ready to receive enclosed circuit breakers.
- 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. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Install enclosed circuit breakers plumb.

### **3.03 FIELD QUALITY CONTROL**

- A. Test GFCI circuit breakers to verify proper operation.
- B. Correct deficiencies and replace damaged or defective enclosed circuit breakers.

**END OF SECTION**

**SECTION 26 2923**  
**VARIABLE-FREQUENCY MOTOR CONTROLLERS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Variable-frequency motor controllers for low-voltage (600 V and less) AC motor applications.
- B. Overcurrent protective devices for motor controllers, including overload relays.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0526 - Grounding and Bonding for Electrical Systems.
- B. Section 26 0529 - Hangers and Supports for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. IEC 60529 - Degrees of Protection Provided by Enclosures (IP Code); 2013-08, with 2015 Corrigendum.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- D. NEMA ICS 6 - Industrial Control and Systems: Enclosures; 1993 (R2011).
- E. NEMA ICS 7 - Industrial Control and Systems: Adjustable-Speed Drives; 2014.
- F. NEMA ICS 7.1 - Safety Standards for Construction and Guide for Selection, Installation, and Operation of Adjustable-Speed Drive Systems; 2014.
- G. NEMA ICS 7.2 - Application Guide for AC Adjustable Speed Drive Systems; 2015.
- H. NEMA ICS 61800-2 - Adjustable Speed Electrical Power Drive Systems, Part 2: General Requirements-Rating Specifications for Low Voltage Adjustable Frequency AC Power Drive Systems; 2005.
- I. NEMA MG 1 - Motors and Generators; 2016.
- J. NEMA ICS 7 - Industrial Control and Systems: Adjustable-Speed Drives; 2014.
- K. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2014.
- L. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. UL 508A - Industrial Control Panels; 2013.
- N. UL 61800-5-1 - Standard for Adjustable Speed Electrical Power Drive Systems - Part 5-1: Safety Requirements – Electrical, Thermal, and Energy; Current Edition, Including All Revisions.

**1.04 SUBMITTALS**

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for motor controllers, enclosures, overcurrent protective devices, and other installed components and accessories.

**1.05 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Reliance Electric/Rockwell Automation: [www.reliance.com](http://www.reliance.com).
- B. Siemens Energy & Automation: [www.sea.siemens.com](http://www.sea.siemens.com).
- C. Schneider Electric; Square D Products: [www.schneider-electric.us](http://www.schneider-electric.us).
- D. Bell & Gossett Xylem
- E. or approved equal.

## 2.02 VARIABLE-FREQUENCY MOTOR CONTROLLERS

- A. Provide variable-frequency motor control system consisting of required controller assemblies, operator interfaces, control power transformers, instrumentation and control wiring, sensors, accessories, system programming, etc. as necessary for complete operating system.
- B. Provide products listed, classified, and labeled as suitable for purpose intended.
- C. Controller Assemblies: Comply with NEMA ICS 7, NEMA ICS 7.1, and NEMA ICS 61800-2; list and label as complying with UL 61800-5-1 or UL 508A as applicable.
- D. Provide controllers selected for actual installed motors and coupled mechanical loads in accordance with NEMA ICS 7.2, NEMA MG 1 Part 30, and recommendations of manufacturers of both controller and load, where not in conflict with specified requirements; considerations include, but are not limited to:
  - 1. Motor type (e.g., induction, reluctance, and permanent magnet); consider NEMA MG 1 design letter or inverter duty rating for induction motors.
  - 2. Motor load type (e.g., constant torque, variable torque, and constant horsepower); consider duty cycle, impact loads, and high inertia loads.
  - 3. Motor nameplate data.
  - 4. Requirements for speed control range, speed regulation, and braking.
  - 5. Motor suitability for bypass starting method, where applicable.
- E. Devices on Load Side of Controller: Suitable for application across full controller output frequency range.
- F. Operating Requirements:
  - 1. Input Voltage Tolerance: Plus/minus 10 percent of nominal.
  - 2. Input Frequency Tolerance: Plus/minus 5 percent of nominal.
  - 3. Efficiency: Minimum of 96 percent at full speed and load.
  - 4. Input Displacement Power Factor: Minimum of 0.96 throughout speed and load range.
  - 5. Overload Rating:
    - a. Variable Torque Loads: Minimum of 110 percent of nominal for 60 seconds.
    - b. Constant Torque Loads: Minimum of 150 percent of nominal for 60 seconds.
- G. Power Conversion System: Microprocessor-based, pulse width modulation type consisting of rectifier/converter, DC bus/link, and inverter.
  - 1. Rectifier/Converter: Diode-based, 6-pulse type unless otherwise indicated.
- H. Control System:
  - 1. Provide microprocessor-based control system for automatic control, monitoring, and protection of motors. Include sensors, wiring, and connections necessary for functions and status/alarm indications specified.
  - 2. Provide integral operator interface for controller programming, display of status/alarm indications, fault reset, and local control functions including motor run/stop, motor forward/reverse selection, motor speed increase/decrease, and local/remote control selection.
  - 3. Control Functions:
    - a. Control Method: Selectable vector and scalar/volts per hertz unless otherwise indicated.
      - 1) Scalar/Volts per Hertz Control: Provide IR compensation for improved low-speed torque.
      - 2) Vector Control: Provide selectable autotuning function.
    - b. Adjustable acceleration and deceleration time; linear and S-curve ramps; selectable coast to stop.
    - c. Selectable braking control; DC injection or flux braking.
    - d. Adjustable minimum/maximum speed limits.
    - e. Adjustable pulse width modulation switching carrier frequency.
    - f. Adjustable motor slip compensation.
    - g. Selectable autorestart after noncritical fault; programmable number of time delay between restart attempts.
  - 4. Status Indications:

- a. Motor run/stop status.
  - b. Motor forward/reverse status.
  - c. Local/remote control status.
  - d. Output voltage.
  - e. Output current.
  - f. Output frequency.
  - g. DC bus voltage.
  - h. Motor speed.
- 5. Protective Functions/Alarm Indications:
  - a. Overcurrent.
  - b. Motor overload.
  - c. Undervoltage.
  - d. Overvoltage.
  - e. Controller overtemperature.
  - f. Input/output phase loss.
  - g. Output short circuit protection.
  - h. Output ground fault protection.
- 6. Inputs:
  - a. Digital Input(s): Three.
  - b. Analog Input(s): Two.
- 7. Outputs:
- 8. Features:
  - a. Password-protected security access.
  - b. Event log.
- I. Power Conditioning/Filtering:
  - 1. Provide DC link choke or input/line reactor for each controller unless otherwise indicated or required.
  - 2. Reactor Impedance: 3 percent, unless otherwise indicated or required.
- J. Packaged Controllers: Controllers factory-mounted in separate enclosure with externally operable disconnect and specified accessories.
  - 1. Disconnects: Circuit breaker or disconnect switch type.
    - a. Disconnect Switches: Fusible type or nonfusible type with separate input fuses.
    - b. Provide externally operable handle with means for locking in OFF position. Provide safety interlock to prevent opening cover with disconnect in ON position with capability of overriding interlock for testing purposes.
    - c. Provide auxiliary interlock for disconnection of external control power sources where applicable.
  - 2. Provide door-mounted remote operator interface.
- K. Service Conditions:
  - 1. Provide controllers and associated components suitable for operation under following service conditions without derating:
    - a. Altitude: Less than 3,300 feet (1,000 m).
    - b. Ambient Temperature: Between 32 degrees F (0 degrees C) and 104 degrees F (40 degrees C).
  - 2. Provide controllers and associated components suitable for operation at indicated ratings under service conditions at installed location.
- L. Short Circuit Current Rating:
  - 1. Provide line/input reactors where specified by manufacturer for required short circuit current rating.
- M. Conductor Terminations: Suitable for use with conductors to be installed.
- N. Enclosures:
  - 1. Comply with NEMA ICS 6.

2. NEMA 250 Environment Type or Equivalent IEC 60529 Rating: Unless otherwise indicated, as specified for following installation locations:
3. Finish: Manufacturer's standard unless otherwise indicated.
4. Cooling: Forced air or natural convection as determined by manufacturer.

## **2.03 OVERCURRENT PROTECTIVE DEVICES**

### **2.04 DESCRIPTION**

- A. Variable Frequency Controllers: Enclosed controllers suitable for operating the indicated loads, in conformance with requirements of NEMA ICS 7. Select unspecified features and options in accordance with NEMA ICS 3.1.

### **2.05 OPERATING REQUIREMENTS**

- A. Rated Input Voltage: 208 volts, three phase, 60 Hertz.
- B. Volts Per Hertz Adjustment: Plus or minus 10 percent.
- C. Current Limit Adjustment: 60 to 110 percent of rated.
- D. Acceleration Rate Adjustment: 0.5 to 30 seconds.
- E. Deceleration Rate Adjustment: 1 to 30 seconds.

### **2.06 COMPONENTS**

- A. Display: Provide integral digital display to indicate output voltage, output frequency, and output current.
- B. Status Indicators: Separate indicators for overcurrent, overvoltage, ground fault, overtemperature, and input power ON.
- C. Furnish HAND-OFF-AUTOMATIC selector switch and manual speed control.

### **2.07 SOURCE QUALITY CONTROL**

- A. See Section 01 4000 - Quality Requirements for additional requirements.
- B. Factory test controllers in accordance with NEMA ICS 61800-2.
- C. Shop inspect and perform standard productions tests for each controller.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that field measurements are as indicated.
- B. Verify that ratings of controllers are consistent with indicated requirements.
- C. Verify that mounting surfaces are ready to accept controllers.
- D. Verify that conditions are satisfactory for installation prior to starting work.
- E. Do not install controller until building environment can be maintained within the service conditions required by the manufacturer.

### **3.02 INSTALLATION**

- A. Install products in accordance with manufacturer's instructions.
- B. Install controllers in accordance with NECA 1 (general workmanship).
- C. Install in accordance with NEMA ICS 7.1 and manufacturer's instructions.
- D. Do not exceed manufacturer's recommended maximum cable length between controller and motor.
- E. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- F. Provide required support and attachment in accordance with Section 26 0529.
- G. Install controllers plumb and level.
- H. Provide grounding and bonding in accordance with Section 26 0526.
- I. Install field-installed devices, components, and accessories.

- J. Where accessories are not self-powered, provide control power source as indicated or as required to complete installation.
- K. Set field-adjustable settings of controllers and associated components according to installed motor requirements, in accordance with recommendations of manufacturers of controller and load.
- L. Tighten accessible connections and mechanical fasteners after placing controller.

**3.03 ADJUSTING**

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.
- B. Make final adjustments to installed controller to assure proper operation of load system. Obtain performance requirements from installer of driven loads.

**3.04 CLOSEOUT ACTIVITIES**

- A. Demonstrate operation of controllers in automatic and manual modes.

**3.05 MAINTENANCE**

- A. Provide service and maintenance of controllers for one year from Date of Substantial Completion.

**END OF SECTION**



**SECTION 26 5100**  
**INTERIOR LIGHTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Interior luminaires.
- B. Accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 26 0529 - Hangers and Supports for Electrical Systems.
- B. Section 26 0533.16 - Boxes for Electrical Systems.

**1.03 REFERENCE STANDARDS**

- A. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- B. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; 2015, with Errata (2017).
- C. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2006.
- D. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- G. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordination:
  - 1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc. required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.
  - 2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.

**1.05 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; 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. Lamps: Include rated life, color temperature, color rendering index (CRI), and initial and mean lumen output.

**1.06 QUALITY ASSURANCE**

- A. Comply with requirements of NFPA 70.

**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 7800 - Closeout Submittals, for additional warranty requirements.
- B. Provide three year manufacturer warranty for LED luminaires, including drivers.

## **PART 2 PRODUCTS**

### **2.01 LUMINAIRE TYPES**

- A. Furnish products as indicated in luminaire schedule included on the drawings.

### **2.02 LUMINAIRES**

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- C. Provide products listed, classified, and labeled as suitable for the purpose intended.
- D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.
- E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.
- F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- G. LED Luminaires:
  - 1. Components: UL 8750 recognized or listed as applicable.
  - 2. Tested in accordance with IES LM-79 and IES LM-80.
  - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

### **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. Threaded Rods for Suspended Luminaires: Zinc-plated steel, minimum 1/4" size, field-painted as directed.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Coordinate locations of outlet boxes provided under Section 26 0533.16 as required for installation of luminaires provided under this section.
- B. Install products in accordance with manufacturer's instructions.
- C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).
- D. Provide required support and attachment in accordance with Section 26 0529.
- E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.
- F. Suspended Luminaires:
  - 1. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.
  - 2. Provide minimum of two supports for each luminaire equal to or exceeding 4 feet nominal length, with no more than 4 feet (1.2 m) between supports.
  - 3. Unless otherwise indicated, support pendants from swivel hangers.
- G. Install accessories furnished with each luminaire.
- H. Bond products and metal accessories to branch circuit equipment grounding conductor.
- I. Install lamps in each luminaire.

### **3.02 FIELD QUALITY CONTROL**

- A. See Section 01 4000 - 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.

### **3.03 CLEANING**

- A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

### **3.04 PROTECTION**

- A. Protect installed luminaires from subsequent construction operations.

**END OF SECTION**

**SECTION 28 4600**  
**FIRE DETECTION AND ALARM**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Fire alarm system design and installation, including all components, wiring, and conduit.
- B. Replacement and removal of existing fire alarm system components, wiring, and conduit indicated.

**1.02 RELATED REQUIREMENTS**

- A. Section 23 3300 - Air Duct Accessories: Smoke dampers monitored and controlled by fire alarm system.

**1.03 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. NFPA 72 - National Fire Alarm and Signaling Code; 2016.

**1.04 SUBMITTALS**

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Inspection and Test Reports:
  - 1. Submit documentation of satisfactory inspections and tests.
- C. Closeout Documents:
  - 1. Certification by manufacturer that the equipment has been installed in compliance with manufacturer's installation requirements, is complete, and is in satisfactory operating condition.
  - 2. NFPA 72 "Record of Completion", filled out completely and signed by installer and authorized representative of authority having jurisdiction.

**1.05 QUALITY ASSURANCE**

- A. Designer Qualifications: NICET Level III or IV (3 or 4) certified fire alarm technician or registered fire protection engineer, employed by fire alarm control panel manufacturer, Contractor, or installer, with experience designing fire alarm systems in the jurisdictional area of the authorities having jurisdiction.
- B. Installer Qualifications: Firm with minimum 3 years documented experience installing fire alarm systems of the specified type and providing contract maintenance service as a regular part of their business.
  - 1. Authorized representative of control unit manufacturer; submit manufacturer's certification that installer is authorized; include name and title of manufacturer's representative making certification.
  - 2. Installer Personnel: At least 2 years of experience installing fire alarm systems.
  - 3. Supervisor: NICET level III or IV (3 or 4) certified fire alarm technician; furnish name and address.

**1.06 WARRANTY**

- A. Provide installer's warranty that the installation is free from defects and will remain so for 1 year after date of Substantial Completion.

**PART 2 PRODUCTS**

**2.01 FIRE SAFETY SYSTEMS INTERFACES**

- A. Alarm: Provide alarm initiation in accordance with NFPA 72 for the following:
  - 1. Duct smoke detectors.
- B. HVAC:
  - 1. Duct Smoke Detectors: shut down air handler.

**2.02 COMPONENTS**

- A. General:
  - 1. Provide legible, permanent labels for each control device, using identification used in operation and maintenance data.

- B. Initiating Devices:
  - 1. Duct Smoke Detectors: as shown on drawings
    - a. Provide 1 extra.
- C. Locks and Keys: Deliver keys to Owner.
- D. Instruction Charts: Printed instruction chart for operators, showing steps to be taken when a signal is received (normal, alarm, supervisory, and trouble); easily readable from normal operator's station.
  - 1. Obtain approval of Owner prior to mounting; mount in location acceptable to Owner.
  - 2. Provide extra copy with operation and maintenance data submittal.

### **PART 3 EXECUTION**

#### **3.01 INSTALLATION**

- A. Install in accordance with applicable codes, NFPA 72, NFPA 70, and Contract Documents.
- B. Conceal all wiring, conduit, boxes, and supports where installed in finished areas.
- C. Obtain Owner's approval of locations of devices, before installation.
- D. Install instruction cards and labels.

#### **3.02 INSPECTION AND TESTING FOR COMPLETION**

- A. Notify authorities having jurisdiction and comply with their requirements for scheduling inspections and tests and for observation by their personnel.
- B. Provide the services of the installer's supervisor or person with equivalent qualifications to supervise inspection and testing, correction, and adjustments.
- C. Prepare for testing by ensuring that all work is complete and correct; perform preliminary tests as required.
- D. Provide all tools, software, and supplies required to accomplish inspection and testing.
- E. Perform inspection and testing in accordance with NFPA 72 and requirements of local authorities; document each inspection and test.
- F. Correct defective work, adjust for proper operation, and retest until entire system complies with Contract Documents.

#### **3.03 CLOSEOUT**

- A. Closeout Demonstration: Demonstrate proper operation of all functions to Owner.
  - 1. Be prepared to conduct any of the required tests.
  - 2. Have at least one copy of operation and maintenance data, preliminary copy of project record drawings, input/output matrix, and operator instruction chart(s) available during demonstration.
  - 3. Have authorized technical representative of control unit manufacturer present during demonstration.
  - 4. Demonstration may be combined with inspection and testing required by authority having jurisdiction; notify authority having jurisdiction in time to schedule demonstration.
  - 5. Repeat demonstration until successful.
- B. Substantial Completion of the project cannot be achieved until inspection and testing is successful and:
  - 1. Approved operating and maintenance data has been delivered.

### **END OF SECTION**